



CITY COUNCIL

AGENDA

MONDAY, JANUARY 23, 2023

REVISED REGULAR HYBRID MEETING – 7:00 PM

*** Item 5.7 added Attachment 3**

CLOSED SESSION - 6:00 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE
AGENDA

IN PERSON INFORMATION:

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:

ZOOM WEBINAR:

<https://us02web.zoom.us/j/89386285540>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 893 8628 5540

CITY OF LIVERMORE YOUTUBE CHANNEL:

<https://www.youtube.com/c/CityofLivermoreCalifornia>

TV29:

Comcast TV Channel 29

tv29.org

John P Marchand, Mayor
Brittni Kiick, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Robert W Carling, Council Member

1. **CLOSED SESSION - 6:00 PM**

- Roll Call
- Opportunity for the the Public to Address City Council Regarding Closed Session Items
- Adjourn to Closed Session

Note: This Closed Session my be continued to the end of the Regular Meeting.

- 1.1 Conference with Legal Counsel - Anticipated Administrative Enforcement and Anticipated Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(4) to decide whether to initiate a City Tax Collector administrative enforcement action to collect unpaid business license taxes, or to initiate litigation, based on existing facts and circumstances, and to provide direction on a proposed settlement. (One case.)

Unpaid Business Tax License Tax – Lawrence Livermore National Security, LLC, and settlement proposal.

- 1.2 Conference with Labor Negotiator, Conference Joint Powers Agency Confidential Information. To meet with Administrative Services Director, Tina Olson, Human Resources Manager, Nancy Dias, Senior Human Resources Analyst Kristen Hilton, and Tim Davis, the City's and the Livermore-Pleasanton Fire Department's negotiators, pursuant to Government Code sections 54957.6 and 54956.96, regarding the Livermore-Pleasanton Fire Department Joint Powers Authority's negotiations with The International Association of Firefighters, Local 1974, AFL-CIO-CLC for the Battalion Chief's unit.

2. **CALL TO ORDER**

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Robert W. Carling
Vice Mayor Brittini Kiick
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. **PROCLAMATIONS AND PRESENTATIONS**

- 3.1 Proclamation recognizing Lawrence Livermore National Laboratory's achievement of fusion ignition presented to Nadine Horner, Senior Advisor, Office of Government and External Affairs Lawrence Livermore National Laboratory and Steven Bohlen, Senior Director, Government and External Affairs Lawrence Livermore National Laboratory.

Recommendation:

Staff recommends City Council present a proclamation to Lawrence Livermore National Laboratory in recognition of achieving fusion ignition at their National Ignition Facility on Dec. 5, 2022.

Staff Report

Attachments:

1. Proclamation

- 3.2 Proclamation declaring January 22 - 28, 2023 as Data Privacy Week presented to City of Livermore Cybersecurity Manager Donald Hester.

Recommendation:

Staff recommends City Council proclaim January 22 - 28, 2023 as Data Privacy Week.

Staff Report

Attachments:

1. Proclamation

- 3.3 Alameda County Mosquito Abatement District, City of Livermore 2023 update presented by Ryan Clausnitzer, General Manager.

Recommendation:

Staff recommends the City Council receive the update.

Staff Report

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card if in person or use the 'raise hand' feature if participating using Zoom. Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

- 5.1 Approval of draft minutes - December 12, 2022 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

[1. 2022-12-12 Draft Regular Meeting Minutes](#)

- 5.2 Resolution authorizing the City Manager to execute a first amendment to the agreement with HMH Engineers, to provide on call engineering services, increasing the not-to-exceed agreement amount from \$600,000 to \$1,200,000 and extending the term of the agreement to December 31, 2025.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the Engineering Services Agreement with HMH Engineers, to provide on call engineering services, increasing the not-to-exceed agreement amount from \$600,000 to \$1,200,000 and extending the term of the agreement to December 31, 2025.

Staff Report

Attachments:

[1. Resolution](#)

[2. Exhibit A - First Amendment to Engineering Services Agreement with HMH Engineers](#)

- 5.3 Resolution authorizing the City Manager to execute a third amendment to the agreement with Swaim Biological, Inc, for on-call environmental support services, increasing the not-to-exceed agreement amount from \$800,000 to \$1,200,000, and extending the term of the agreement to December 31, 2025.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the Professional Services Agreement with Swaim Biological, Inc. for on-call environmental support services. The Third Amendment increases the not-to-exceed agreement amount from \$800,000 to \$1,200,000 and extends the term of the agreement to December 31, 2025.

Staff Report

Attachments:

[1. Resolution](#)

[2. Exhibit A - Third Amendment to Professional Services Agreement with Swaim Biological, Inc.](#)

- 5.4 Resolution authorizing a purchase order with Peterson Truck Inc. in the amount of \$430,733 with a financial contingency in an amount not-to-exceed ten percent (10%), for a replacement Crane Truck in the Water Resources Division of the Public Works Department.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Peterson Truck Inc. for a replacement Crane Truck for use by the Water Resources Division, in the amount of \$430,733 and a financial contingency in an amount not-to-exceed

ten percent (10%) for cost adjustments that may become necessary to cover potential model year price adjustments.

Staff Report

Attachments:

1. Sourcewell Navistar Contract #060920 NVS
2. Peterson Truck Quote HV607- Manitex 30100C CRANE UNIT
3. Resolution

- 5.5 Resolution authorizing receipt and appropriation of funds, in the amount of \$40,000, for the State of California Department of Alcoholic Beverage Control grant to support Livermore Police Department enforcement and education efforts related to the responsible service of alcoholic beverages.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing receipt of funds, in the amount of \$40,000, for a State of California Department of Alcoholic Beverage Control grant in Fiscal Year 2022-23 and authorize the Chief of Police to execute the grant agreement.

Additionally, staff recommends City Council approve a supplemental appropriation of \$40,000 in the police department budget to support the execution of the grant.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Department of Alcoholic Beverage Control Grant Agreement

- 5.6 Resolution ratifying an agreement with the California State Library to accept a \$44,750 grant to be used to support the Livermore Public Library's English as a Second Language (ESL) programs and services, and approving appropriation of these funds during FY 2022-23.

Recommendation:

Staff recommends the City Council adopt a resolution ratifying the agreement with the California State Library that authorizes the acceptance of \$44,750 in grant funds to be used by the Livermore Public Library for English as a Second Language (ESL) services, supplies, supports, and programs, and approving the appropriation authorizing the expenditure of the accepted funds in FY 2022-23.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - California State Library State Funded Grants Award Agreement and Certificate of Compliance

- 5.7 Resolution authorizing the City Manager to execute a Letter of Intent with the Alameda County Fire Department to negotiate the terms of a proposal for ambulance services and/or emergency medical services in Alameda County.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a letter of intent with the Alameda County Fire Department to negotiate the terms of a proposal for ambulance services and/or emergency medical services in Alameda County.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Letter of Intent
3. Correspondence from City Manager

- 5.8 Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Recommendation:

Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Staff Report

Attachments:

1. Resolution

6. PUBLIC HEARINGS - NONE.

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

7. MATTERS FOR CONSIDERATION - NONE.

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF, AND COUNCIL MEMBERS

9. ADJOURNMENT

To a Special City Council workshop on Thursday, February 2, 2023 at 4:00 pm, and a Regular City Council Meeting on Monday, February 13, 2023 at 7:00 pm held at the Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. SUPPLEMENTAL MATERIALS

- 10.1 Supplemental materials received at the meeting.

Staff Report

Attachments:

1. Materials Received at the meeting

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. To submit a comment using Zoom, you may use the 'raise hand' feature when the item begins. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item. To submit a comment using Zoom, you may use the 'raise hand' feature as soon as the item begins.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3-minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link [here](#). Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment in person, you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. To submit a comment using Zoom, you may use the 'raise hand' feature. Please note that the City Council is

prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org

YouTube: <http://youtube.com/c/CityofLivermoreCalifornia>

Zoom Webinar: <https://us02web.zoom.us/j/89386285540>

It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833

Meeting ID: 893 8628 5540

If you would like to deliver written materials to the City Council as part of your public comments, and are commenting in person, please provide 10 copies to the City Clerk with your speaker card. If you are commenting using Zoom, the speaker must identify that intent in his or her comment and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, <http://LivermoreCA.gov/agenda>.

Under Government Code §54957.5, any **supplemental material** distributed to the members of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at <http://LivermoreCA.gov/agenda>.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACoordinator@LivermoreCA.gov OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.



CITY COUNCIL STAFF REPORT

ITEM NO. 3.1

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Proclamation recognizing Lawrence Livermore National Laboratory's achievement of fusion ignition presented to Nadine Horner, Senior Advisor, Office of Government and External Affairs Lawrence Livermore National Laboratory and Steven Bohlen, Senior Director, Government and External Affairs Lawrence Livermore National Laboratory.

RECOMMENDED ACTION

Staff recommends City Council present a proclamation to Lawrence Livermore National Laboratory in recognition of achieving fusion ignition at their National Ignition Facility on Dec. 5, 2022.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Management Analyst

Approved by:

A handwritten signature in black ink, reading "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in black ink, reading "Tina Olson".

Tina Olson
Administrative Services Director

Proclamation

of the City of Livermore

Congratulating

LAWRENCE LIVERMORE NATIONAL LABORATORY ON THE ACHIEVEMENT OF FUSION IGNITION

January 23, 2023

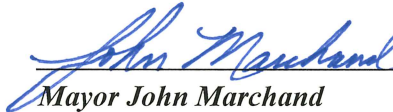
WHEREAS, Lawrence Livermore National Laboratory (LLNL) was established in 1952 at the height of the Cold War to meet urgent national security needs by advancing nuclear weapons science and technology. Over the years, LLNL has become one of the world's premier scientific centers, where cutting-edge science and engineering in the interest of national security is used to break new ground in other areas of national importance, including energy, biomedicine and environmental science; and

WHEREAS, in the 1960s a group of pioneering scientists at LLNL hypothesized that lasers could be used to achieve fusion ignition in a laboratory setting. This revolutionary idea became inertial confinement fusion, kicking off more than 60 years of research and development in lasers, optics, diagnostics, target fabrication, computer modeling, and simulation and experimental design; and

WHEREAS, in March 2009, the construction of the National Ignition Facility (NIF), an operational multi-megajoule laser facility at LLNL was completed. NIF was constructed by the Department of Energy (DOE) National Nuclear Security Administration (NNSA) to execute high-energy science experiments and is the world's largest, highest energy laser system. NIF focuses this energy onto targets composed of hydrogen isotopes generating enormous temperature and pressure. Fusion "ignition" refers to the moment when the energy released is greater than the laser energy delivered, at the point where the hydrogen nuclei fuse together into helium atoms, releasing energy; and

WHEREAS, on December 5, 2022, NIF conducted the first controlled fusion experiment in history to produce more energy from fusion than the laser energy used to drive it. Achieving ignition is foundational for LLNL's mission. In effect, this is the process that powers our sun;

NOW, THEREFORE, the City Council of the City of Livermore hereby congratulates LLNL on its achievement of fusion ignition, this Prometheus moment, and recognizes the importance and scientifically historic significance of this game-changing breakthrough for science worldwide.

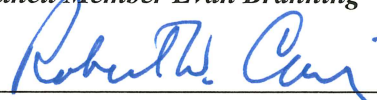

Mayor John Marchand




Vice Mayor Brittni Kiick


Council Member Ben Barrientos


Council Member Evan Branning


Council Member Robert W. Carling



CITY COUNCIL STAFF REPORT

ITEM NO. 3.2

DATE: January 23, 2023
TO: Honorable Mayor and City Council
FROM: Tina Olson, Administrative Services Director
SUBJECT: Proclamation declaring January 22 - 28, 2023 as Data Privacy Week presented to City of Livermore Cybersecurity Manager Donald Hester.

RECOMMENDED ACTION

Staff recommends City Council proclaim January 22 - 28, 2023 as Data Privacy Week.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Donald Hester
Cybersecurity Manager

Approved by:

A handwritten signature in black ink, appearing to read "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in black ink, appearing to read "Tina Olson".

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming
DATA PRIVACY WEEK

January 23, 2023

WHEREAS, last year, the National Cybersecurity Alliance (NCA) expanded Data Privacy Day into Data Privacy Week. Data Privacy Day began in the United States and Canada in January 2008 as an extension of the Data Protection Day celebration in Europe. Data Protection Day commemorates the January 28, 1981, signing of Convention 108, the first legally binding international treaty dealing with privacy and data protection; and

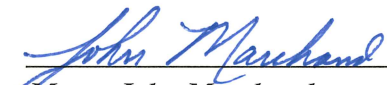
WHEREAS, privacy is the recognition that a free and democratic society respects the autonomy of individuals to choose the circumstances and degree to which individuals will expose their personal information; and

WHEREAS, many individuals and businesses are unaware of data protection and privacy laws, the risk to privacy posed by new technologies, and the steps they can take to protect their personal or customer's information; and

WHEREAS, striking a balance between privacy and innovation can have tremendous benefits to our society; and

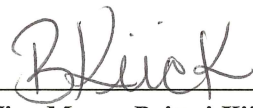
WHEREAS, Data Privacy Week encourages individuals and businesses to learn about technology and the tools available to assist them in controlling their own or their customers' privacy;

NOW, THEREFORE, the City Council of the City of Livermore, recognizes January 22 - 28, 2023 as "Data Privacy Week" and encourages all residents, businesses, and employees to learn about data privacy and put that knowledge into practice to keep our connected community cyber safe.



Mayor John Marchand





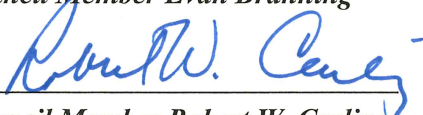
Vice Mayor Brittini Kiick



Council Member Ben Barrientos



Council Member Evan Branning



Council Member Robert W. Carling



CITY COUNCIL STAFF REPORT

ITEM NO. 3.3

DATE: January 23, 2023
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Alameda County Mosquito Abatement District, City of Livermore 2023 update presented by Ryan Clausnitzer, General Manager.

RECOMMENDED ACTION

Staff recommends the City Council receive the update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

A handwritten signature in cursive script, reading "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in cursive script, reading "Tina Olson".

Tina Olson
Administrative Services Director



CITY COUNCIL STAFF REPORT

ITEM NO. 5.1

DATE: January 23, 2023
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Approval of draft minutes - December 12, 2022 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

[1. 2022-12-12 Draft Regular Meeting Minutes](#)

Prepared by: Marie Weber
City Clerk

Approved by:

A handwritten signature in black ink, appearing to read "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in black ink, appearing to read "Tina Olson".

Tina Olson
Administrative Services Director

DRAFT MINUTES



CITY COUNCIL
DECEMBER 12, 2022

REGULAR MEETING

1. **CLOSED SESSION - NONE**

2. **CALL TO ORDER** – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held virtually using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling, Brittni Kiick and Trish Munro

PLEDGE OF ALLEGIANCE

3. **PROCLAMATIONS AND PRESENTATIONS**

3.1 **Presentation of Proclamations to Outgoing Council Members**

Mayor Woerner presented a proclamation to Vice Mayor Bonanno.

Vice Mayor Bonanno presented proclamations to Mayor Woerner and Council Member Munro.

City Manager Marianna Marysheva presented a departure video filmed of City staff thanking Mayor Woerner, Vice Mayor Bonanno, and Council Member Munro for the service on Council.

3.2 **Proclamations for departing City Council Members from Senator Glazer.**

Senator Glazer, by video, presented the proclamations to Mayor Woerner, Vice Mayor Bonanno, and Council Member Munro.

Mayor Woerner reordered to agenda to hear Item 3.3 after item 4.

3.3 **THIS ITEM WAS HEARD AFTER ITEM 4 – Proclamations for departing City Council Members from Supervisor Haubert.**

4. **OPEN FORUM**

Mayor Woerner opened the public comment period.

Alan Marling, provided a comment.

Tri-Valley Conservancy Board Chair Lori Souza, provided a comment.

Hayden Sidun, provided a comment.

Mel Chiong, provided a comment.

Katie Keeshen, provided a comment.

Dave McGuigan, provided a comment.

Alan Burnham, provided a comment.

There were no more speakers and the open comment period was closed.

Mayor Woerner reordered the agenda to hear item 3.3 after item 4.

3.3 Proclamations for departing City Council Members from Supervisor Haubert.

Supervisor Haubert presented the proclamations to Mayor Woerner, Vice Mayor Bonanno, and Council Member Munro

5. CONSENT CALENDAR

Item 5.2, was removed from the Consent Calendar for separate discussion and action.

Mayor Woerner opened the public comment period.

Reanna Bradford, provided comment for 5.11

Donna Cabanne, provided comment for 5.11

Jeff Kaskey, provided comment for 5.2

Alan Marling, provided comment for 5.2

Karl Wente, provided comment for the entirety of the Consent Calendar.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 5.2.

ON THE MOTION OF CM KIICK, SECONDED BY CM MUNRO, AND CARRIED ON A 3-2 VOTE, WITH VM BONANNO AND CM CARLING VOTING IN OPPOSITION, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.2.

5.1 Approval of draft minutes - November 14, 2022 Regular Meeting, November 21, 2022 Special Closed Session Meeting, and November 28, 2022 Regular Meeting.

Recommendation: Staff recommended the City Council approve the draft minutes.

5.2 Adoption of Ordinance 2141 revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

Recommendation: Staff recommended City Council adopt an ordinance revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

5.3 Resolution 2022-209 authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2022 Stream Maintenance by Contractors, Project 2022-23.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the 2022 Stream Maintenance by Contractors Project 2022-23 and authorize the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

5.4 Resolution 2022-210 authorizing acceptance for permanent maintenance, release of the security bonds and execution of a Notice of Completion for the Granada Channel Pipe Replacement at Union Pacific Railroad (UPRR), Project 2020-35.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Granada Channel Pipe Replacement at UPRR, Project 2020-35 and authorizing the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

5.5 Resolution 2022-211 authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering, for on-call engineering services, increasing the total not-to-exceed amount to \$1,250,000 and extending the term of the agreement to February 10, 2025.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering for on-call engineering services. The First Amendment extends the term of the agreement until February 10, 2025 and increases the not-

to-exceed contract amount from \$600,000 to a total of \$1,250,000.

5.6 Resolution 2022-212 authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services, increasing the not-to-exceed amount to \$500,000 and extending the term of the agreement two additional years to December 31, 2024.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services. The First Amendment extends the term of the agreement until December 31, 2024 and increases the not-to-exceed amount from \$300,000 to a total of \$500,000.

5.7 Resolution 2022-213 authorizing the execution of an agreement with Milliken Services, LLC in an amount not-to-exceed \$668,678 to replace carpet and flooring throughout the City Hall building.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the execution of an agreement with Milliken Services, LLC to replace carpet and flooring throughout the City Hall building in an amount not-to-exceed \$668,678.

5.8 Resolution 2022-214 authorizing execution of an amendment to the disposition, development, and loan agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc. for development of the Pacific Avenue Senior housing site.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute, on behalf of the City of Livermore, the first amendment to Disposition Development and Loan Agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc., for development of the Pacific Avenue Senior housing site, that is attached as Exhibit A to the proposed resolution for this item, and all other documents necessary to implement that agreement.

5.9 Resolution 2022-215 making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

Recommendation: Staff recommended the City Council adopt a resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

5.10 Resolution 2022-216 accepting annual special tax and bond accountability reports for Fiscal Year 2020- 21 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1

(Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

Recommendation: Staff recommended the City Council adopt a resolution accepting annual special tax and bond accountability reports for Fiscal Year 2020-21 Community Facilities District No. 99-1 (Tri- Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

5.11 Update on Host Community Impact Fee Reserve Policy.

Recommendation: Staff recommended City Council receive the update.

5.12 Resolution 2022-217 reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Recommendation: Staff recommended City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

6. PUBLIC HEARINGS – NONE

7. MATTERS FOR CONSIDERATION

7.1 Resolution accepting the Canvass of Votes for the November 8, 2022 General Municipal Election and an ordinance adopting Measure P approved by the voters.

Recommendation: Staff recommended the City Council adopt a resolution accepting the canvass of votes as certified by the Alameda County Registrar of Voters for the November 8, 2022 General Municipal Election, and adopt the ordinance approved by the voters as Measure P.

City Clerk Marie Weber presented the staff report.

Mayor Woerner opened the public comment period.

Karl Wente, provided comment.

Asa Strout, provided comment.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM BONANNO, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-218 accepting canvass of votes of the General Municipal

Election on November 8, 2022, and adopting the Measure P Ordinance approved by the voters, assigned as **Ordinance 2142**.

8. ADJOURNMENT - Adjournment sine die.

9. DELIVERY OF CERTIFICATES OF ELECTION AND ADMINISTRATION OF OATH OF OFFICE TO:

**JOHN MARCHAND – MAYOR
EVAN BRANNING - DISTRICT 1
BEN BARRIENTOS - DISTRICT 2**

City Clerk Marie Weber administered the oath of office to Mayor John Marchand, Council Member Evan Branning, and Council Member Ben Barrientos.

The City Council took a recess at 8:05 pm and reconvened at 8:15 pm.

10. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 8:16 pm.

ROLL CALL

Present: Mayor John Marchand and Council Members Ben Barrientos, Evan Branning, Robert W. Carling, and Brittini Kiick.

11. PROCLAMATIONS AND PRESENTATIONS

11.1 Presentation to Incoming Council Members.

City Manager Marianna Marysheva presented a welcome video filmed of City executive staff welcoming Mayor Marchand, Council Member Barrientos, and Council Member Branning to the City Council.

12. OPEN FORUM

Mayor Marchand opened the public comment period.

Alan Marling, provided a comment.

Dave McGuigan, provided a comment.

Carol Silva, provided a comment.

Karl Wente, provided a comment.

There were no more speakers and the public comment period was closed.

13. MATTERS FOR CONSIDERATION

13.1 Appointment of Vice Mayor for the period of 2022-2023.

Recommendation: Staff recommended the City Council appoint a Vice Mayor for

the period of 2022-2023.

ON THE MOTION OF M MARCHAND, SECONDED BY CM BARRIENTOS, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED CM KIICK AS VICE MAYOR FOR THE PERIOD OF 2022-2023.

13.2 Council Members Appointments to Intergovernmental Agencies.

Recommendation: Staff recommended the Mayor appoint Council Members to Intergovernmental Agencies, with the City Council's approval.

Mayor Marchand presented his recommendations for appointment.

Mayor Marchand opened the public comment period.

There were no speakers and the public comment period was closed.

ON THE MOTION OF M MARCHAND, SECONDED BY CM BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE FOLLOWING APPOINTMENTS:

List of appointments – See attached document.

13.3 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1 - June 30, 2023.

Recommendation: Staff recommended the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of January 1 - June 30, 2023, with the City Council's approval.

ON THE MOTION OF M MARCHAND, SECONDED BY CM BRANNING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPOINTED COUNCIL MEMBERS BRANNING AND CARLING TO SERVE ON THE CITY COUNCIL SUBCOMMITTEE ON ADVISORY BODIES FOR THE PERIOD OF JANUARY 1 - JUNE 30, 2023

14. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED THE FOLLOWING SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET.

Livermore Multi-Service center Ribbon Cutting Ceremony CM Carling noted attendance at the event on December 1, 2022.

Conversation on Housing in Livermore CM Carling noted attendance at the event on December 7, 2022.

StopWaste.org (Alameda County Waste Management Authority) CM Carling

noted his election as the President of the Board.

Livermore Amador Valley Transit Agency (LAVTA) CM Kiick noted attendance at the November 12, 2022 Board of Directors meeting.

Livermore Holiday Sights and Sounds Parade CM Carling and CM Kiick noted their attendance at the event on December 3, 2022.

15. ADJOURNMENT – at 8:44 pm to a Regular City Council meeting on Monday, January 9, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

WELCOME AND FAREWELL RECEPTION IMMEDIATELY FOLLOWED THE COUNCIL MEETING

APPROVED:

JOHN P. MARCHAND, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK

City Council Appointments to Intergovernmental Agencies/City Bodies Appointed by the Mayor
ATTACHMENT 1
UPDATED: DECEMBER 12, 2022

<u>Intergovernmental Agency</u>	<u>Delegate</u>	<u>Alternate</u>	<u>Date Appointed</u>	<u>Meetings</u>	<u>Website</u>
Alameda County Transportation Commission (ACTC)	John Marchand	Evan Branning	12/12/2022	4th Thursday of the month, 2:00 p.m.	https://www.alamedactc.org/
ACTC - Paratransit Advisory and Planning Committee (PAPCO)	Ben Barrientos Member		12/12/2022	4th Monday of the month, 1:30 to 3:30 p.m.	https://www.alamedactc.org/about-us/committees
Altamont Landfill Community Monitor Committee	Ben Barrientos Member		12/12/2022	Quarterly, 2nd Wednesday (Jan, Apr, July, Oct), 4:00 p.m.	https://altamontcmc.org/
Altamont Landfill Open Space Account Advisory Committee	Robert Carling Member		12/12/2022	(Jan, March, May, July, Sept, Nov) – 3rd Friday of the month, 12:30 pm to 2:30 p.m.	https://www.acgov.org/bc/alosc/index.htm
Altamont Regional Traffic Authority	John Marchand	Brittini Kiick	12/12/2022	At least one regular meeting each year, date and time per resolution.	Altamont Regional Traffic Authority
Association of Bay Area Governments (ABAG) General Assembly	Evan Branning	Ben Barrientos	12/12/2022	As announced, 1 day program (Other meetings, as announced)	ABAG

City Council Appointments to Intergovernmental Agencies/City Bodies Appointed by the Mayor
UPDATED: DECEMBER 12, 2022

ATTACHMENT 1

<u>Intergovernmental Agency</u>	<u>Delegate</u>	<u>Alternate</u>	<u>Date Appointed</u>	<u>Meetings</u>	<u>Website</u>
Chamber of Commerce Liaison	John Marchand		12/12/2022	4th Wednesday of the month, 8:00 a.m.	https://www.livermorechamber.org/
East Bay Community Choice Energy JPA (EBCE JPA)	Ben Barrientos	Evan Branning	12/12/2022	3rd Wednesday of the month, 6:00 p.m.	https://ebce.org/meetings/
Government of Livermore Financing Authority (GOLFA)	John Marchand (only Mayor)	Scott Lanphier (only PW Dir)	12/12/2022	As needed	City of Livermore and LARPD
Intergovernmental Committee (City / LARPD / LVJUSD)	Evan Branning	Ben Barrientos	12/12/2022	Bi-monthly - next date set at end of meeting	Meetings rotates between agencies
League of California Cities East Bay Division (LOCC)	Evan Branning	Robert Carling	12/12/2022	Regular Meetings 4th Thursday of each month, 7:00 p.m.	LOCC Board of Directors
Livermore-Amador Valley Transit Authority (LAVTA)	Evan Branning & Brittini Kiick	John Marchand	12/12/2022	1st Monday of the month, 4:00 p.m.	http://www.wheelsbus.com/
Livermore Amador Valley Water Management Agency (LAVWMA) JPA	Robert Carling & Ben Barrientos	John Marchand	12/12/2022	Quarterly; 3rd Wed of January, April, July, October, 6:00 p.m.	https://lavwma.com/
Livermore Cultural Arts Council (LCAC)	John Marchand	Evan Branning	12/12/2022	Varies	http://www.lcac.org/
Livermore Downtown Inc (LDI)	Evan Branning	Robert Carling	12/12/2022	Tuesday of the month	https://www.livermoredowntown.com/

City Council Appointments to Intergovernmental Agencies/City Bodies Appointed by the Mayor
ATTACHMENT 1
UPDATED: DECEMBER 12, 2022

<u>Intergovernmental</u>					
<u>Agency</u>	<u>Delegate</u>	<u>Alternate</u>	<u>Date Appointed</u>	<u>Meetings</u>	<u>Website</u>
Livermore-Dublin City Council Liaison Committee	John Marchand	Ben Barrientos	12/12/2022	As needed	Alternates between Livermore and Dublin
Livermore-Pleasanton City Council Liaison Committee	John Marchand	Robert Carling	12/12/2022	As needed	Alternates between Livermore and Pleasanton
Livermore-Pleasanton Fire Department JPA (LPFD JPA)	John Marchand	Brittini Kiick	12/12/2022	As needed	Alternates between Livermore and Pleasanton. Mayor and one Council Member appointed
Stockmen's Association Liaison	John Marchand		12/12/2022	As needed	P.O. Box 180 • Livermore, CA 94551-0180 • 925-447-3008 • info@livermorerodeo.com
Sister Cities Committee - Yotsukaido, Japan	John Marchand	Evan Branning	12/12/2022		
Sister Cities Committee - Quezaltenango, Guatemala	John Marchand	Ben Barrientos	12/12/2022		
Sister Cities Committee - Snezhinsk, Russia	John Marchand	Robert Carling	12/12/2022		City of Livermore Sister Cities
StopWaste.Org (ACWMA and The Alameda County Source Reduction and Recycling Board)	Robert Carling	Brittini Kiick	12/12/2022	meetings – 4th Wednesday of each month, 3:00 p.m. Subcomm 2nd Thurs of the month, time varies	https://www.stopwaste.org/
Tri-Valley Cities Council	Mayor and all Council Members		12/12/2022	Quarterly	Cities of Danville, San Ramon, Dublin, Pleasanton and Livermore
Tri-Valley Community Television Corporation (TVCTV)	John Marchand	Marianna Marysheva	12/12/2022	As needed	
Tri-Valley Council - Affordable Housing Committee	Robert Carling	Ben Barrientos	12/12/2022	Quarterly	

City Council Appointments to Intergovernmental Agencies/City Bodies Appointed by the Mayor
ATTACHMENT 1
UPDATED: DECEMBER 12, 2022

<u>Intergovernmental</u>					
<u>Agency</u>	<u>Delegate</u>	<u>Alternate</u>	<u>Date Appointed</u>	<u>Meetings</u>	<u>Website</u>
Tri-Valley-San Joaquin Valley Regional Rail Authority	John Marchand		12/12/2022		https://www.valleylinkrail.com/
Tri-Valley Transportation Council (TVTC)	Brittini Kiick	Ben Barrientos & rest of Council	12/12/2022	As needed	https://www.tvtc-jpa.com/
Tri-Valley Water Liaison Committee/Agencies Round Table Liaison Committee	Robert Carling & John Marchand	Brittini Kiick	12/12/2022	Quarterly when mutually agreed upon by the participating agencies.	https://www.dsrsd.com/about-us/board-committee
Zone 7 Intergovernmental Liaison Committee	Robert Carling	John Marchand	12/12/2022	As needed	Zone 7 Tri-Valley Water Liaison Committee



CITY COUNCIL STAFF REPORT

ITEM NO. 5.2

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a first amendment to the agreement with HMH Engineers, to provide on call engineering services, increasing the not-to-exceed agreement amount from \$600,000 to \$1,200,000 and extending the term of the agreement to December 31, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the Engineering Services Agreement with HMH Engineers, to provide on call engineering services, increasing the not-to-exceed agreement amount from \$600,000 to \$1,200,000 and extending the term of the agreement to December 31, 2025.

SUMMARY

On February 10, 2021, the City of Livermore entered into an Engineering Services Agreement in the amount of \$600,000 with HMH Engineers to provide on call engineering services for various City capital improvement and development projects. Staff requests that the budget for the Engineering Services Agreement with HMH Engineers be increased from \$600,000 to a not-to-exceed amount of \$1,200,000, and the term of the agreement extended from December 31, 2023 to December 31, 2025. Approval of the first amendment to the Engineering Services Agreement will allow HMH Engineers to continue to provide on-call engineering services to support city staff implementing capital improvement and development projects.

DISCUSSION

On February 10, 2021, the City of Livermore entered into an Engineering Services Agreement in the amount of \$600,000 with HMH Engineers to provide on call engineering services for various City capital improvement and development projects. Under the on-call agreement, HMH Engineers has been performing engineering studies and design, environmental review and permitting, right-of-way engineering, etc. for the Arroyo Road Trail No. 13 Segment B project and the Montage Trail Connection to Collier Canyon Road project.

Staff requests that the budget for the Engineering Services Agreement with HMM Engineers be increased from \$600,000 to a not-to-exceed amount of \$1,200,000, and the term of the agreement extended from December 31, 2023 to December 31, 2025. Approval of the first amendment to the Engineering Services Agreement will allow HMM Engineers to complete the Arroyo Road Trail No. 13 Segment B project and the Montage Trail Connection to Collier Canyon Road project, and provide on-call engineering services to support city staff with the implementation of upcoming capital improvement projects such as Bluebell Drive Bridge Repair at Altamont Creek project, Foley Road Realignment project, Street Resurfacing 2022, Slurry Seal 2022, and various development projects.

FISCAL AND ADMINISTRATIVE IMPACTS

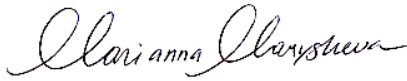
The First Amendment increases compensation by \$600,000 to a total not-to-exceed amount of \$1,200,000. Funding for this amendment is covered in the approved budgets various trail and roadway project in the Capital Improvement Program. No additional appropriation is requested.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement with HMM Engineers

Prepared by: Roberto Escobar
Associate Civil Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST
AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT WITH HMM
ENGINEERS, INCREASING THE NOT-TO-EXCEED AMOUNT FROM \$600,000 TO
\$1,200,000 AND EXTENDING THE TERM OF THE AGREEMENT**

(CAPITAL IMPROVEMENT AND MISCELLANEOUS DEVELOPMENT PROJECTS)

On February 10, 2021, the City of Livermore entered into an Engineering Services Agreement in the amount of \$600,000 with HMM Engineers to provide on-call engineering services for various City capital improvement and development projects.

City and Consultant now desire to amend the Original Agreement to increase the agreement amount from \$600,000 to a not-to-exceed amount of \$1,200,000, and extend the term of the agreement from December 31, 2023, to December 31, 2025. Approval of the first amendment to the Engineering Services Agreement will allow HMM Engineers to complete Arroyo Road Trail No. 13 Segment B, Project No. 201955 and the Montage Trail Connection to Collier Canyon Road, Project No. 201944 and provide on-call engineering services to support city staff in implementing upcoming capital improvement projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore hereby:

1. Authorizes the City Manager to execute a First Amendment to the Engineering Services Agreement with HMM Engineers, attached hereto as Exhibit A, increasing the not-to-exceed amount from \$600,00 to \$1,200,000 and extending the term of the agreement from December 31, 2023, to December 31, 2025, to provide on-call engineering services for various city's capital improvement and development projects.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – First Amendment to Engineering Services Agreement with HMM Engineers

EXHIBIT A**FIRST AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and HMH Engineers, a California Corporation ("Consultant").

RECITALS

On February 10, 2021, City and Consultant entered into an agreement in the amount of \$600,000 for Consultant to provide on-call civil engineering design and environmental review services for various City's capital improvement and miscellaneous development projects for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to continue to provide on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by \$600,000, and extend the term of the Agreement from December 31, 2023 to December 31, 2025. This is the First amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:
 - A. Section 6 Compensation and Payment, Subparagraph (a) of the Original Agreement is amended to read as follows:
 - (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of \$1,200,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered during 2021, 2022 and 2023 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" of the Original Agreement. City shall compensate Consultant for services rendered in 2024 and 2025 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-1" of the First Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

EXHIBIT A

B. Section 7 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on February 10, 2021 and terminates upon the depletion of funds or December 31, 2025, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

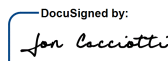
3. Except as amended above, the Original Agreement remains in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT:

DocuSigned by:

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By: Jon Cacciotti, P.E.
Title: Principal in Charge

Dated:

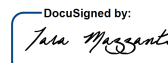
11/29/2022 | 9:22 AM PST

CITY OF LIVERMORE:

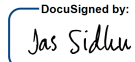
Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

DocuSigned by:

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Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

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Risk Manager/Analyst

Attachments:

Exhibit A-1 Fee Schedule

EXHIBIT A**EXHIBIT A-1****CHARGE RATE SCHEDULE****Professional & Office**

	<u>Per Hour</u>	
	<u>(2024)</u>	<u>(2025)</u>
Civil Engineering, Land Surveying or Landscape Architect Manager	\$227	\$238
Senior Civil Engineering or Land Surveying or Landscape Architect Manager	\$260	\$273
Senior Land Development Manager	\$267-291	\$280-306
Land Development Manager	\$229-256	\$240-269
Senior Planner	\$249	\$261
Senior Civil Engineer, Land Surveyor, or Landscape Architect	\$209	\$219
Engineering Design Specialist	\$201	\$211
Design Specialist	\$185-227	\$194-238
Project Planner	\$225	\$236
Project Civil Engineer, Land Surveyor, or Landscape Architect	\$192	\$202
Project Arborist	\$181	\$190
Senior Engineer, Surveyor, or Landscape Designer	\$198	\$208
Engineer, Planner, Surveyor, or Landscape Designer	\$183	\$192
Assistant Engineer, Surveyor, Planner, or Landscape Designer	\$163	\$171
Junior Engineer, Surveyor, Planner, or Landscape Designer	\$152	\$160
Senior Technician	\$165	\$173
Project Technician	\$152	\$160
Technician	\$141	\$148
Assistant Technician	\$130	\$137
Junior Technician	\$108	\$113
Intern	\$104	\$109
Project Support Staff	\$101	\$106

Field Services

	<u>Per Hour</u>	
	<u>(2024)</u>	<u>(2025)</u>
2-Person Field Crew	\$306	\$321
3-Person Field Crew	\$401	\$421
1-Person Field Crew	\$214	\$225
Senior Field Engineer	\$203	\$213
Field Engineer	\$179	\$188

Printing, Reproductions & Materials at Cost

Transportation at Cost, including mileage based upon IRS rates

**EXHIBIT A****RATE SCHEDULE**

	2024	2025
Principal	\$280/hour	\$280/hour
Director	230/hour	237/hour
Senior Project Manager	210/hour	216/hour
Project Manager	210/hour	216/hour
Senior Transportation Engineer	175/hour	180/hour
Transportation Engineer	175/hour	180/hour
Assistant Transportation Engineer	100-130/hour	103-134/hour
Senior Transportation Planner	175/hour	180/hour
Transportation Planner	125-155/hour	129-160/hour
Assistant Transportation Planner	95-130/hour	98-134/hour
Graphics Designer	110/hour	113/hour
Designer	100/hour	103/hour
Technical Staff II	90/hour	93/hour
Administration Staff	80/hour	82/hour
Production Staff	55/hour	57/hour

Reimbursable Expenses

Plotting (per sheet)	\$18.00
Travel Cost (per mile, subject to change; based on IRS standard mileage rates)	0.625

*All outside services are billed at cost plus a ten percent margin for handling.
Expert Witness charges available upon request.*

Rates Effective January 1, 2024-December 31, 2025

865 The Alameda
San Jose, CA 95126-3133
Telephone 408.296.5515

CHARGE RATE SCHEDULE

CATEGORY	Year 2024	Year 2025
Senior Principal	\$326	\$347
Principal	\$282	\$300
Associate	\$259	\$275
Engineering Manager	\$225	\$239
Senior Engineer	\$203	\$216
Project Engineer	\$186	\$198
Staff Engineer	\$171	\$182
Assistant Engineer	\$157	\$167
Junior Engineer	\$145	\$154
Senior Computer Drafter	\$164	\$174
Computer Drafter	\$145	\$154
Junior Computer Drafter	\$130	\$138
BIM/Visualization Specialist	\$164	\$174
Project Administrator	\$186	\$198
Project Coordinator	\$152	\$162
Secretarial Administrative Services	\$117	\$124
Construction Manager	\$270	\$287
Senior Structural Representative	\$237	\$252
Structural Representative	\$210	\$223
Subconsultants	Cost Plus 10%	
Expenses	Cost Plus 15%	
In-House CADD Plots		
Prints	\$0.32/ sq. ft.	
Plots	\$1.60/ sq. ft.	
Mylar Plots	\$3.20/ sq. ft.	

Charge Rates Applicable January 1, 2024 thru December 31, 2025

EXHIBIT A**Table 1. ENGEO Labor Categories and Billing Rates**

LABOR CATEGORY	2024	2025
President	\$464.00	\$478.00
Principal	\$361.00	\$372.00
Associate	\$299.00	\$308.00
Subject Matter Expert	\$412.00	\$425.00
Senior Engineer/Geologist/Seismologist/Project Manager	\$258.00	\$266.00
Project Engineer/Geologist/Seismologist/Manager	\$232.00	\$239.00
Staff Engineer/Geologist/Seismologist	\$204.00	\$210.00
Assistant Engineer	\$165.00	\$170.00
Construction Services Manager II	\$211.00*	\$218.00*
Construction Services Manager I	\$198.00*	\$204.00*
Senior Field Representative II	\$175.00* / **	\$180.00* / **
Senior Field Representative I	\$155.00* / **	\$159.00* / **
Field Representative	\$144.00* / **	\$149.00* / **
Senior Laboratory Technician	\$180.00	\$186.00
Laboratory Technician	\$160.00	\$165.00
Senior GIS Analyst	\$186.00	\$191.00
GIS Analyst	\$175.00	\$181.00
Senior CAD Specialist	\$175.00	\$180.00
CAD Specialist	\$160.00	\$165.00
Network Administrator	\$258.00	\$265.00
Project Assistant	\$144.00	\$149.00
EXPENSE CHARGES		
EXPENSE	RATE	
Outside Consultants, Subcontracted Services and Equipment Rental	Cost plus 20%	
Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge)	\$2,400.00 half day / \$4,800.00 full day	

* Two-hour minimum portal to portal and cancellations within 24 hours.

* Overtime rates are increased by factor of 1.5 for all hours worked in excess of 8 Monday through Friday and the first 8 hours worked on Saturday, and are increased by factor of 2.0 for all hours worked in excess of 12 Monday through Friday, all hours worked in excess of 8 on Saturday, and all hours worked on Sunday and holidays.

** For Prevailing Wage projects, increase the hourly rate by \$18.

** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of 8.

Table 2. ENGEO Equipment and Materials Rates (Costs per Unit)

EQUIPMENT DESCRIPTION	UNIT	2024	2025
Air Content Meter	Hour	7.21	7.43
Bailers (Disposable)	Each	10.30	10.61

EXHIBIT A

EQUIPMENT DESCRIPTION	UNIT	2024	2025
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	Hour	30.90	31.83
Concrete Crack Monitor	Each	20.60	21.22
Coring Machine	Hour	30.90	31.83
Double-Ring Infiltrometer	Hour	51.50	53.05
Electronic Water Level Indicator	Hour	5.15	5.30
Engineering Analysis Software	Hour	46.35	47.74
Equipment Transport(er)	Hour	103.00	106.09
Exploration Equipment (Electric Auger)	Hour	51.50	53.05
Floor Flatness/Floor Level Equipment	Hour	41.20	42.44
Generator	Hour	15.45	15.91
GIS Website Portal Maintenance	Month	103.00	106.09
GPR/GPS Handheld Device	Hour	10.30	10.61
GPR/GPS/Drone Survey Grade Equipment	Hour	216.30	222.79
Hand Auger and Soil Sampler	Hour	15.45	15.91
Hydraulic Pull-Test Equipment	Hour	25.75	26.52
Interface Probe	Hour	2.06	2.12
Magnetic Particle Test Equipment	Hour	25.75	26.52
Moisture Content Test Equipment	Hour	6.18	6.37
Multi-Parameter Water Meter	Hour	15.45	15.91
pH Meter/Turbidity Meter	Hour	10.30	10.61
Photo Ionization Detector	Hour	20.60	21.22
Reinforcing Bar Locator	Hour	103.00	106.09
Sampling Tubes	Each	10.30	10.61
Sand Cone Equipment and Material	Hour	5.15	5.30
Schmidt Hammer	Hour	20.60	21.22
Seismometer	Hour	51.50	53.05
Skidmore Wilhelm Bolt Tension Calib.	Hour	41.20	42.44
Slope Inclinator/Settlement Indicator/VW Readout	Hour	51.50	53.05
Torque Wrench	Hour	15.45	15.91
Transfer Pump	Hour	3.09	3.18
Ultrasonic Equipment	Hour	51.50	53.05
Vapor Emission Test Kit	Kit	41.20	42.44
Vector Conversion	Conversion	61.80	63.65
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	Hour	33.99*	35.01*
Vehicle, equipment, wireless communication	Hour	23.69	24.40
Vibration Monitor	Month	1,854.00	1,909.62
Water Sampling Pumps	Hour	20.60	21.22
Bridge Toll	Actual	Actual	Actual
Mileage	Mile	1.01	1.04

EXHIBIT A

EQUIPMENT DESCRIPTION	UNIT	2024	2025
Parking	Actual	Actual	Actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	Hour	29.78	30.77
Photocopies Black & White	Each	0.26	0.27
Photocopies Color 11 x 17	Each	1.55	1.59
Photocopies Color 8½ x 11	Each	1.03	1.06
Plot - Black & White	Square Foot	3.09	3.18
Plot - Color	Square Foot	4.12	4.24
Postage	Actual	Actual	Actual
Scan - Black & White	Each	1.55	1.59
Scan - Color	Each	3.86	3.98
Telephone	Minute	0.52	0.53

EXHIBIT A

Local Assistance Procedures Manual

Exhibit 10-H2
Cost Proposal**EXHIBIT 10-H2 COST PROPOSAL** Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Circlepoint** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Prof Engineering, Environmental and Construction Support Services Contract No. On-Call Contract Participation Amount \$ TBD Date #####

For Combined Rate	61.79%	143.66%			
	Fringe Benefit % + General & Administrative%		=	205.45%	Combined ICR %
OR					
For Home Office	Fringe Benefit % + General & Administrative%		=		Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative%		=		Field Office ICR %

FEE % = **10%****BILLING INFORMATION****CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only	
	Straight	OT(1.5x)	OT(2x)	From	To				
Ivy Morrison	\$305.76	N/C	N/C	1/1/2024	12/31/2024	\$91.00	0.00%	Not Applicable	
Principal-in-Charge	\$321.04	N/C	N/C	1/1/2025	12/31/2025	\$95.55	5.00%		
Brianna Bohonok	\$262.08	N/C	N/C	1/1/2024	12/31/2024	\$78.00	0.00%	Not Applicable	
Associate Principal	\$275.18	N/C	N/C	1/1/2025	12/31/2025	\$81.90	5.00%		
Sr Managing Principal	\$413.27	N/C	N/C	1/1/2024	12/31/2024	\$123.00	0.00%	\$113.04	\$132.49
	\$433.94	N/C	N/C	1/1/2025	12/31/2025	\$129.15	5.00%	\$118.69	\$139.11
Managing Principal	\$356.15	N/C	N/C	1/1/2024	12/31/2024	\$106.00	0.00%	\$103.32	\$109.40
	\$373.96	N/C	N/C	1/1/2025	12/31/2025	\$111.30	5.00%	\$108.49	\$114.87
Principal-in-Charge	\$305.76	N/C	N/C	1/1/2024	12/31/2024	\$91.00	0.00%	\$85.09	\$97.24
	\$321.04	N/C	N/C	1/1/2025	12/31/2025	\$95.55	5.00%	\$89.34	\$102.10
Associate Principal	\$262.08	N/C	N/C	1/1/2024	12/31/2024	\$78.00	0.00%	\$72.93	\$83.87
	\$275.18	N/C	N/C	1/1/2025	12/31/2025	\$81.90	5.00%	\$76.58	\$88.06
Sr. Project Manager	\$221.76	N/C	N/C	1/1/2024	12/31/2024	\$66.00	0.00%	\$60.78	\$71.71
	\$232.84	N/C	N/C	1/1/2025	12/31/2025	\$69.30	5.00%	\$63.82	\$75.30
Project Manager	\$188.16	N/C	N/C	1/1/2024	12/31/2024	\$56.00	0.00%	\$51.05	\$59.56
	\$197.57	N/C	N/C	1/1/2025	12/31/2025	\$58.80	5.00%	\$53.60	\$62.54
Sr Associate	\$154.56	N/C	N/C	1/1/2024	12/31/2024	\$46.00	0.00%	\$42.54	\$49.84
	\$162.29	N/C	N/C	1/1/2025	12/31/2025	\$48.30	5.00%	\$44.67	\$52.33
Associate (Non-exempt)	\$134.40	\$201.60	\$268.80	1/1/2024	12/31/2024	\$40.00	0.00%	\$37.68	\$41.33
	\$141.12	\$211.68	\$282.24	1/1/2025	12/31/2025	\$42.00	5.00%	\$39.56	\$43.40
Coordinator/Assistant (Non-exempt)	\$117.60	\$176.40	\$235.20	1/1/2024	12/31/2024	\$35.00	0.00%	\$34.03	\$36.47
	\$123.48	\$185.22	\$246.96	1/1/2025	12/31/2025	\$36.75	5.00%	\$35.73	\$38.29
Creative Director	\$278.88	N/C	N/C	1/1/2024	12/31/2024	\$83.00	0.00%	\$79.01	\$87.52
	\$292.82	N/C	N/C	1/1/2025	12/31/2025	\$87.15	5.00%	\$82.96	\$91.90
Sr. Web/Graphic Designer (Non-exempt)	\$171.36	N/C	N/C	1/1/2024	12/31/2024	\$51.00	0.00%	\$46.19	\$55.91
	\$179.93	N/C	N/C	1/1/2025	12/31/2025	\$53.55	5.00%	\$48.50	\$58.71
Accounting Manager	\$305.76	N/C	N/C	1/1/2024	12/31/2024	\$91.00	0.00%	\$85.09	\$97.24
	\$321.04	N/C	N/C	1/1/2025	12/31/2025	\$95.55	5.00%	\$89.34	\$102.10
Project Accountant	\$161.28	N/C	N/C	1/1/2024	12/31/2024	\$48.00	0.00%	\$42.00	\$53.48
	\$169.34	N/C	N/C	1/1/2025	12/31/2025	\$50.40	5.00%	\$44.10	\$56.15
Administrative Assistant/Support Staff (Non-exempt)	\$144.48	\$216.72	\$288.96	1/1/2024	12/31/2024	\$43.00	0.00%	\$39.00	\$46.00
	\$151.70	\$227.55	\$303.40	1/1/2025	12/31/2025	\$45.15	5.00%	\$40.95	\$48.30

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

AR/WS FEE SCHEDULE 2024 – 2025

CONSULTING CATEGORY	RATE
Principal Consultant	\$260.00
Managing Consultant	\$220.00
Consultant III	\$170.00
Consultant II	\$150.00
Consultant I	\$125.00
Right of Way Technician	\$100.00
Administrative Support	\$80.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	\$235.00
Appraiser II (Hourly)	\$215.00
Appraiser I (Hourly)	\$190.00
Subcontractors	Cost + 10%
Preparation for Court Appearances	\$300.00
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony	\$400.00



CITY COUNCIL STAFF REPORT

ITEM NO. 5.3

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a third amendment to the agreement with Swaim Biological, Inc, for on-call environmental support services, increasing the not-to-exceed agreement amount from \$800,000 to \$1,200,000, and extending the term of the agreement to December 31, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the Professional Services Agreement with Swaim Biological, Inc. for on-call environmental support services. The Third Amendment increases the not-to-exceed agreement amount from \$800,000 to \$1,200,000 and extends the term of the agreement to December 31, 2025.

SUMMARY

The Engineering Division utilizes on-call environmental support services to help implement a number of capital improvement, operating budget, and development projects. On-call environmental support services also assist the City's Stream Maintenance Program. Swaim Biological, Inc. has been providing these services since May 2019. This Third Amendment to the Professional Services Agreement with Swaim Biological, Inc. will increase the amount of the agreement from \$800,000 to a not-to-exceed amount of \$1,200,000. The Third Amendment will also extend the term of the agreement to December 31, 2025.

DISCUSSION

The City Council authorized a Professional Services Agreement with Swaim Biological, Inc. on May 14, 2019, in the amount of \$500,000 for on-call environmental support services for various capital improvement, operating budget, and development projects. A First Amendment to the original agreement was authorized by City Council on June 26, 2020, to increase the total contract amount by \$300,000 to \$800,000. The City Manager approved a Second Amendment on June 29, 2021, that extended the term of agreement to June 30, 2023. This Third Amendment will increase the amount of the agreement from \$800,000 to \$1,200,000 and extend the term of the agreement to December 31, 2025.

Swaim Biological Inc. provides essential support for the City's Stream Maintenance Program. They support the City's work program and analyze and quantify potential environmental impacts. Swaim Biological helps submit documents to the regulating agencies and obtain approvals for the work program. During construction, Swaim Biological provides biological monitoring services for the 2019 and 2020 Stream Management Plan and the Cottonwood Creek Restoration, Project No. 201323. Additional support services include monitoring and reporting for some of the City's riparian mitigation areas. Swaim also provides environmental support for capital improvement projects. They provided biological monitoring services for the Dalton Reservoir Project and helped analyze environmental impacts and permit requirements for projects such as the Airport Water Quality and Habitat Management Plan Basins, the Springtown Trunkline Replacement Project, and the Las Colinas Trail Project. Swaim has also helped the City obtain over \$3,000,000 in grant funding for the Arroyo Las Positas Desilting through Las Positas Golf Course Project and is supporting grant funding efforts for the City's Habitat Conservation Program. Swaim Biological, Inc. is local, cost effective, and has proven to be very knowledgeable and responsive. They are very familiar with environmental conditions in the Tri-Valley, and they also have good relations with all of the regulating agencies.

This Third Amendment will allow Swaim Biological, Inc. to continue providing environmental support services for annual Stream Maintenance Program activities, riparian habitat monitoring and reporting, capital improvement projects, operating budget activities, development projects, and grant funding opportunities.

FISCAL AND ADMINISTRATIVE IMPACTS

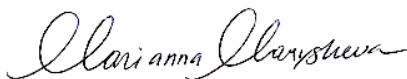
Funding for services rendered under this agreement will be derived from the various capital improvement projects in the approved Capital Improvement Program and the operating budgets for the Engineering Division and Water Resources Division. Therefore, no additional appropriations are necessary.

ATTACHMENTS

1. Resolution
2. Exhibit A - Third Amendment to Professional Services Agreement with Swaim Biological, Inc.

Prepared by: Roberto Escobar
Associate Civil Engineer

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD
AMENDMENT TO THE AGREEMENT WITH SWAIM BIOLOGICAL, INC.
INCREASING THE NOT-TO-EXCEED AMOUNT FROM \$800,000 TO \$1,200,000
AND EXTENDING THE TERM OF THE AGREEMENT**

On May 14, 2019, the City of Livermore entered into a Professional Services Agreement in the amount of \$500,000 with Swaim Biological Inc. to provide on-call environmental assessments and surveys, permitting and compliance support, construction support, habitat mitigation and restoration planning, and other services related to document review, graphics development, and data collection, management, and presentation using global positioning systems (GPS) and geographic information systems (GIS) for various capital improvement and miscellaneous development projects.

On June 26, 2020, City and Consultant amended the Original Agreement, as the First Amendment, to increase the scope of services and Consultant's compensation by \$300,000 to a not-to-exceed compensation amount of \$800,000 due to increased services required of Consultant for work added and associated with mitigation monitoring and close-out, conservation easement assistance, creek repair and implementation, and Stream Maintenance Program support.

On June 29, 2021, City and Consultant amended the Original Agreement, as the Second Amendment, to extend the term from July 1, 2021 to June 30, 2023.

City and Consultant now desire to amend the Original Agreement and the First and Second Amendments to increase the Consultant's compensation by \$400,000 to a not-to-exceed amount of \$1,200,000 to continue to provide on-call environmental support related services for various projects in the Capital Improvement Plan and miscellaneous development related projects, and extend the term of the agreement from December 31, 2023, to December 31, 2025. This is the Third Amendment to the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore hereby:

1. Authorizes the City Manager to execute a Third Amendment to the On-Call Professional Services Agreement with Swaim Biological, Inc., attached hereto as Exhibit A, increasing the not-to-exceed amount from \$800,000 to \$1,200,000 and extending the term of the agreement from June 30, 2023, to December 31, 2025.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Third Amendment to Professional Services Agreement with Swaim Biological, Inc.

EXHIBIT A**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2023, by and between the City of Livermore ("City"), a municipal corporation, and Swaim Biological, Inc. ("Consultant"), a California corporation.

RECITALS

On May 14, 2019, City and Consultant entered into an agreement for Consultant to provide professional on-call environmental support services in the amount of \$500,000 that covered environmental assessments and surveys, permitting and compliance support, construction support, habitat mitigation and restoration planning, and other services related to document review, graphics development, and data collection, management, and presentation using global positioning systems (GPS) and geographic information systems (GIS) services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On June 26, 2020, City and Consultant amended the Original Agreement, as the First Amendment, to increase the scope of services and Consultant's compensation by \$300,000 to a not-to-exceed compensation amount of \$800,000 due to increased services required of Consultant for work added and associated with mitigation monitoring and close-out, conservation easement assistance, creek repair and implementation, and Stream Maintenance Program support. ("First Amendment")

On June 29, 2021, City and Consultant amended the Original Agreement, as the Second Amendment, to extend the term from July 1, 2021 to June 30, 2023. ("Second Amendment")

City and Consultant desire to amend the Original Agreement and the First and Second Amendments to continue to provide on-call environmental support related services as specified in the Original Agreement, increase the Consultant's compensation by \$400,000, and extend the term from June 30, 2023 to December 31, 2025. This is the Third amendment to the Original Agreement.

AGREEMENT

NOW, THEREFORE, City and Consultant hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. The Original Agreement is amended as follows:
 - A. Section 5 Compensation and Payment, Subparagraph (a) of the Original Agreement is amended to read as follows:

EXHIBIT A

(a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of \$1,200,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered as part of the Original Agreement, First Amendment, and Second Amendment at the hourly rates, task amounts, or travel expenses set forth in Exhibit A of the Original Agreement. City shall compensate Consultant for services rendered as part of the Third Amendment at the hourly rates, task amounts, or travel expenses set forth in Exhibit A-3 of the Third Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

B. Section 6 Term of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on May 14, 2019 and terminates upon the depletion of funds or December 31, 2025, whichever occurs first.

2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services were rendered.

3. Except as amended above, the Original Agreement remains in full force and effect.

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement effective on the date first written above.

CONSULTANT:

DocuSigned by:

3463AB14770B467...
By: Karen Swaim
Title: President

Dated:

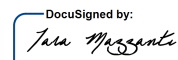
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CITY OF LIVERMORE:

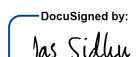
Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

DocuSigned by:

245F8B25F24C467...
Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:

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Risk Manager/Analyst

Attachments:

Exhibit "A-3" Fee Schedule

EXHIBIT A-3

Fee Schedule

Swaim Biological, Inc.

Fee Schedule for Included Team Members

Title	Rates	Employee
President/Principal	\$195.00	Swaim, Karen M.S.
Principal	\$185.00	Mitchell, Jeff, MBA
Principal/GIS Manager	\$175.00	Swaim, Chris
Principal	\$165.00	Koenig, Leslie
Project Manager	\$150.00	Dvorak, Natasha

Standard Hourly Rates by Title

Title	Rates
Principal	\$165.00-195.00
Program Manager	\$160.00
Project Manager	\$150.00
Senior Technical Specialist	\$130.00
Senior Staff Scientist	\$115.00
Field Scientist	\$90.00

ICF Jones and Stokes, Inc.

Title	Rates
Project Director	\$280.00
Technical Director	\$255.00
Managing Consultant	\$230.00
Senior Consultant III	\$200.00
Senior Consultant II	\$185.00
Senior Consultant I	\$170.00
Associate Consultant III	\$160.00
Associate Consultant II	\$140.00
Associate Consultant I	\$120.00
Editor	\$100.00



CITY COUNCIL STAFF REPORT

ITEM NO. 5.4

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing a purchase order with Peterson Truck Inc. in the amount of \$430,733 with a financial contingency in an amount not-to-exceed ten percent (10%), for a replacement Crane Truck in the Water Resources Division of the Public Works Department.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a Purchase Order with Peterson Truck Inc. for a replacement Crane Truck for use by the Water Resources Division, in the amount of \$430,733 and a financial contingency in an amount not-to-exceed ten percent (10%) for cost adjustments that may become necessary to cover potential model year price adjustments.

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace an existing Water Resource Division Crane Truck. The unit that best meets the needs of the Water Resources Division is the 2024 International HV607 with a MANITEX 30100C crane purchased under a Sourcewell contract, from Peterson Truck Inc. in San Leandro, California.

DISCUSSION

The International HV607/Maintex 30-ton Crane Truck with a 100' boom will be critical in performing routine maintenance and emergency service work at the City's Water Reclamation Plant (WRP), as well as in the field at sewer and storm lift stations. The crane is adequately sized for lifting critical equipment at the headworks, digesters, and recycled water process structures located within the WRP. It is also an essential mobile resource that can be used for special lifting projects or in the event of a disaster to support relief efforts with the ability to lift and relocate heavy objects.

The City of Livermore's Fleet Policy recommends replacement of large/medium duty trucks at 10 years or 100,000 miles. This unit will be replacing a 2006 Ford F750 with a UNIC Crane vehicle #WRD013. The replacement of this crane truck will increase reliability, lower operating costs, eliminate the need for routine crane rentals, and reduce downtime for preventive maintenance when kept in compliance with

the manufacturers' recommendations. The replacement crane truck will also increase efficiencies at WRP and decrease downtime due to mechanical failures of the existing aging unit.

Livermore Municipal Code (LMC) Section 2.68.370 requires competitive bidding for services and supplies exceeding \$50,000. LMC Section 2.68.390, however, allows for procurement to be completed without individual bidding when done so through a cooperative purchasing arrangement. This alternate procedure is allowed regardless of whether the City is a named party to the agreement or an actual participant in such a program. The proposed procurement of this replacement crane truck uses the Sourcewell public procurement collective.

Staff recommends purchasing this replacement Water Resource's Crane Truck utilizing Sourcewell Acceptance and Award contract #060920 NVS. The Sourcewell bid procedure for the replacement crane truck meets the City's municipal code requirement, and therefore, a purchase order can be awarded to Peterson Truck Inc., San Leandro California who is the local dealer for all sales, service, and warranty work in the Northern California region.

Build time for this Crane Truck is 12 to 18 months and pricing may need be adjusted due to unprecedented pandemic related component shortages, commodity price fluctuations, current market volatility, model year price changes, or unforeseen surcharges incurred by the Truck Chassis and/or Body Manufacturer. Any such price increase shall not exceed 10% of the original quoted price.

FISCAL AND ADMINISTRATIVE IMPACTS

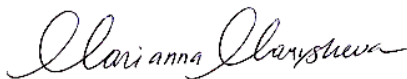
The replacement purchase of this International HV607, MANITEX 30100C Crane Truck is budgeted in the Fleet Internal Service Fund for FY 2022-23 and is identified in the Fleet Master 25-year Replacement plan.

ATTACHMENTS

1. [Sourcewell Navistar Contract #060920 NVS](#)
2. [Peterson Truck Quote HV607- Manitex 30100C CRANE UNIT](#)
3. [Resolution](#)

Prepared by: Brian Harris
Public Works Supervisor

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc. dba International Truck, 2701 Navistar Drive, Lisle, IL 60532 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$1,500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

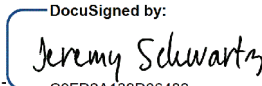
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

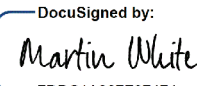
By: 
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

Date: 7/30/2020 | 10:48 PM CDT

Navistar, Inc. dba International Truck

DocuSigned by:

By: 
7DDC1A007F87474...
Martin White

Title: Director Vocational Sales

Date: 8/5/2020 | 2:13 PM CDT

Approved:

DocuSigned by:

By: 
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 8/5/2020 | 2:18 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc
Address: 2701 Navistar Drive
Lisle, Illinois 60532
Contact: Martin White
Email: Martin.White@Navistar.com
Phone: 312-339-2249
Fax: 331-332-2370
HST#: 36-1264810

Submission Details

Created On: Tuesday April 21, 2020 10:24:33
Submitted On: Tuesday June 09, 2020 14:41:32
Submitted By: Martin White
Email: Martin.White@Navistar.com
Transaction #: 8493bc2e-ffb5-412b-bfdc-d088a8afc44d
Submitter's IP Address: 174.221.160.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Navistar, Inc. d/b/a International Truck	*
2	Proposer Address:	2701 Navistar Drive Lisle, IL. 60532	*
3	Proposer website address:	https://www.internationaldelivers.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Martin White Director, Vocational Sales martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin White Director, Vocational Sales 2701 Navistar Drive Lisle, IL. 60532 martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bob Mann Vice President & Assistant General Manager Vocational Business 2701 Navistar Drive Lisle, IL. 60532 bob.l.mann@navistar.com 331-332-2070 Office 815-631-3220 Cell	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Navistar traces its roots to Cyrus McCormick and his invention of the mechanical reaper in 1831. The company expanded with the growth of the farm equipment industry throughout the 19th century and relocated to Chicago. After the turn of the century after merging and purchasing other farm equipment manufacturers, the company renamed itself as the International Harvester Company. During the 20th century, International branded trucks hit the market and continued to grow into larger trucks and school buses. In 1985 the company sold the farm equipment business and chose Navistar as the new corporate name and continued to invest in the truck, bus and engine businesses. Today the company builds International trucks and IC Bus products that are sold around the globe and also owns MWM in Brazil and 35% of Navistar Defense. International has the largest dealer network in North America (714 locations across US/Canada) and has a leading position in the government sector. We recently expanded our service network by partnering with Love's Truck Stops (350 additional locations) to even further expand our service capabilities in pursuit of better supporting our customers. International has also opened a new parts distribution center in Memphis to provide even faster shipment of parts. In addition, International offers a proprietary wireless service called On Command Connection (OCC) that takes all the engine and chassis signals off of a truck and puts them into an easy to use app that allows customers to see their fleet health reports and any upcoming service issues. There are over 640,000 vehicles on OCC and they are made up of all makes of trucks, not just International. Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market. The International dealer network has sold more than 1,350 trucks to 377 Sourcewell Members off of the contract we currently hold and we look forward to serving even more members in the future. Our Investor Relations has a more detailed History at this link https://www.navistar.com/whoweare/heritage Additional website links: e-Mobility Medium Truck Video: https://youtu.be/oa654aDi8eE e-Mobility School Bus Video: https://youtu.be/TkO8GPvGM2k On Command Connect Video: https://youtu.be/1bxxUsJw International 360 Video: https://youtu.be/NFfM6z33WqI
8	What are your company's expectations in the event of an award?	As a current Awarded Sourcewell Contract holder, Navistar will continue to grow Sourcewell business and serve more Sourcewell Members. Navistar has experienced year over growth year with our current award. We talk about Sourcewell at all dealer meetings and our leadership tracking our progress and asking what resources we need to be successful. Adding more Members to Sourcewell is another objective, along with doubling our sales. We have added a parts program to this RFP using the International "Fleet Charge" Program. Education, Communication, Promotion and Collaboration are our key ingredients in making this award successful.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Key points on our financial strength include the following: * \$1.5B of cash at the end of our 2nd quarter April 30. * 7 consecutive years of improvement to Adjusted EBITDA * Significant decrease in warranty expense / spend recognizing the best in class quality of our products * Decreases in our used truck inventory reflecting improvements in our products and increasing market share In the attachments there is a power point document that speaks to Navistar Financial Accomplishments. Also attached in this section is Navistar's FY19 10-K Annual Report as well as FY20's quarterly 10-Q reports for our 1st and 2nd quarters. Navistar Investor Relations Website: https://ir.navistar.com/financials/annual-reports/default.aspx
10	What is your US market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for the U.S. is 28% (Feb 2020 data)
11	What is your Canadian market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for Canada is 38% (Mar 2020 data)
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Navistar has never filed or petitioned for bankruptcy protection in our 100+ year history.

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Navistar is a Truck and Bus manufacture, that sells our products to Sourcewell Members through our Dealer Network in the U.S. and Canada. International dealers are independently owned, and their ability to serve as an International Dealer is tied to a Sales and Service Agreement we hold with them. That agreement requires the dealer to meet standards that we have set for them and that they have agreed to. The Sales Reps that are at the dealership are employees of that dealership and will have proper licenses (if required) to sell the vehicles to Sourcewell Members. International has Vocational Sales Managers assigned to the Government Customers that work with the dealers to grow our government business and serve the Sourcewell Membership. International has a Sourcewell Website that we use with our current Sourcewell Contract. It also has the dealer locator included with it: https://internationaltrucks.com/sourcewell	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	States and Local Governments may require Sales Reps to have a License. Navistar requires the International Dealer to meet those requirements in order to sell trucks in their defined territory. International provides Government Training Annually in person at each region.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have no knowledge of Navistar being subject to "Suspension and Debarment" in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Navistar's Parts Distribution Centers Top the Industry's best 3 years running (Carlisle and Company Performing Warehouse Award) Oscar Horton, Dealer Principal at Sun State International Tampa, FL was named American Truck Dealer of the Year 2020 for all makes and brands of trucks sold in North America. ISO 14001 Escobedo, Nuevo Leon, Mexico truck assembly plant Huntsville, Ala. engine plant Jesús María, Cordoba, Argentina engine plant Melrose Park, Ill. engine plant and engineering center Santo Amaro, São Paulo, Brazil engine plant Springfield, Ohio truck assembly plant Tulsa, Okla. bus plant ISO 9001:2015 Certification Certified Sites: Multi-Site Certificate #FM72225 Lisle, IL – Navistar, Inc. World HQ including Corporate Support and Product Engineering Melrose Park, IL – Navistar, Inc. IPD/Engineering New Carlisle, IN – Navistar Proving Grounds Escobedo, Mexico – Navistar, Inc. Escobedo Assembly Plant Springfield, OH – Navistar, Inc. Springfield Assembly Plant Huntsville, AL – Navistar Big Bore Diesel Plant Lisle, IL - Navistar Defense, LLC (Headquarters) Madison Height, MI – Navistar Defense, LLC (Engineering and Technical Center) West Point, MS – Navistar Defense, LLC (West Point Assembly Plant) Navistar Achieved US Dept. of Energy Better Buildings Award in 2019 In 2019 for the ninth consecutive year Navistar Mexico being recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo assembly plant. Navistar Sustainability Report is in attachments.	*
17	What percentage of your sales are to the governmental sector in the past three years	The Government Sector makes up 50% of the International Branded Vocational Business and 7% of the total truck and bus business at Navistar annually, (2019)	*
18	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business at Navistar annually. (2019)	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar holds contracts with the following Cooperative Agreements: Sourcewell Class 4-8 Trucks 540 Onondaga County (NY) 76 The International Dealers hold the following larger Contracts Greater Boston Police Council 29 Florida Sheriff's 93 NC Sheriff's 19 Buy Board 73 HGAG 19 Cooperative Education Services NM 55 Education Services Comm. of NJ 125	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar currently holds a GSA Contract for Trucks Class 6-8 trucks that averages 350-400 annually. The GSA Bus Contract is held by our dealer in the D.C. Metro Area (K. Neal) and it averages 60 units annually.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of West Des Moines, Iowa	Rian Rasmussen	515-222-3480	*
State of Missouri	Jason Kolks	573-522-1620	*
City of Racine, Wisconsin	Nick Becker	252-620-5634	*
Dane County Wisconsin	Bert Schwab	608-576-2730	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
U.S. Government	Government	Virginia - VA	Vocational Tractors	1597	\$175,000,000	*
Sourcewell	Government	Minnesota - MN	All models of Trucks and Tractors	1350	\$136,700,000	*
GSA	Government	Virginia - VA	All models of Trucks and Tractors	1078	\$133,121,085	*
New York State Contracts	Government	New York - NY	Vocational Plow Trucks and Medium Duty Patrol Trucks	987	\$155,397,037	*
Illinois DOT	Government	Illinois - IL	Vocational Plow Trucks and Specialized Vehicles	738	\$80,152,793	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	International Trucks are sold through the International Dealer Network. There are 714 dealer locations in the U.S and Canada (978 Service locations) and more than 1500 sales reps at those dealerships. Below is a link to find local International Dealership. https://www.internationaltrucks.com/dealer-locator	*
24	Dealer network or other distribution methods.	For the Sourcewell Contract, all units will be sold through the International Dealer Network. Every Sales Person at every dealership has the ability to sell and serve the Sourcewell Membership.	*
25	Service force.	Navistar can best serve the Sourcewell Members through the largest dealer network in North America (International Brand) with 714 stand alone locations of which 628 are Warranty locations. * 6,239 service bays * 6,069 technicians In addition to the International Dealer Network, Loves Travel Centers have 350 locations set up to do repairs and Warranty that takes less than 3 hours to complete. Love's has: * 875 service bays * 1,150 technicians. In attachments are a summary sheet also highlighting body shop capabilities.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	1. Diamond Edge is a Performance Program for the International Dealer Service operations that impact a Dealerships overall OEM evaluation/performance score. a. In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce Diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. b. Technician Education and Certification. c. Vehicle Write up in 15 minutes. d. Vehicle diagnosed and communicated back to customer within 2 hours. e. Predictive parts stocking logic to ensure Parts are on the Shelf for unplanned service events. f. Velocity metrics to ensure repairs to be completed within 24-48 hours of arrival at the dealership. 2. Prestige Standards Dealership and network standards impact capabilities. These capabilities ensure the dealer network is up to a consistent standard and representations for: Facilities, Parts, Service, Marketing and Used Truck. These expectations are developed and monitored within our Dealer Operations, driving a grading that roles into the Dealer(s) overall OEM evaluations/performance score. Navistar can best serve the Sourcewell Members through the largest dealer network in North America. Navistar tracks the Repair Velocity at the International Dealerships. For all repairs 76.3% of the repairs are completed in 24 hours. A26 engine repairs, have an 83.2% completion rate within 24 hours. (from time unit arrives until it gets in a bay and worked on by a technician). Navistar is pleased to offer an Exclusive Incentive for Sourcewell Membership. Each International Truck Purchased off of this Sourcewell Contract will get: * \$200 per unit credited to the "Fleet Charge" Parts and Service Card. No Cap * Units sold with the A26 engine will get an additional \$200 credit for a total of \$400 per unit. No Cap * There is no limit of the dollars earned. * Members will need to be enrolled in the "Fleet Charge" Program to make sure all purchases are tracked and recorded as well as reciving the proper Fleet Pricing. * If a member already has Fleet Charge or qualifies for additional incentives, those will be added to Fleet Charge Card. Program in appendix describes the program and the discounts. Program is in attachments for this section.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International has the broadest Product offering and the largest dealer network to serve customers in the United States including Alaska, Puerto Rico and Hawaii.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International has the broadest Product offering and the largest dealer network to serve customers in the Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	U.S. Territories in the Pacific and U.S. Virgin Islands	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	1. Press Splash when Contract is renewed with trip to Staples 2. Put Award information in Social Media, Dealer and Customer Communications plus messaging to TEM's that are in the Diamond Partner Program 3. Joint Marketing Effort with NCL Muni Finance that uses Linked in plus You Tube Videos. 4. Utilize Sourcewell Banners and Materials at Trade Shows and regional Events 5. Include Andy Campbell in meetings with dealers, sales teams and members 6. Utilize Sourcewell Materials, Contract Award Materials, and NCL Materials on the Sales and Marketing Resource Center with the Dealer Reps 7. Provide Dealers with updated Sourcewell Membership List 8. Use Parts Program as opportunity to sign up members to Sourcewell 9. Co-op funds for dealers to hold Sourcewell Events 10. Participation in local events set up by Sourcewell
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	International has a Sourcewell Website https://www.internationaltrucks.com/sourcewell that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 2 years targeting Government and non-profit agencies back to this page. We use blended customer database to identify and conduct outreach campaigns to Local/State/Government accounts through multi-channel campaigns that include eCRM/Email, Outbound Telemarketing, Direct Mail, etc... We adhere to CAN-SPAM regulations and related requirements for Outbound and Direct mail campaigns.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We rely on Karen Otremba at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell, the members and our dealers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International offers parts through e-procurement, but does not currently offer a Truck e-Procurement System. Sourcewell Member should be able to work out with selling dealer as many vehicles sold are done using e-Procurement. International Dealer have been operating during current COVID-19 situation, much of it has been done electronically. Sourcewell Program has been a great help in this area.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every International Truck sold to Sourcewell Membership, comes with the International "Silver Package". The "Silver Package" provides member with 2 years of online parts and service information, including all service bulletins and iKnow technical help as well as health history information. This is a \$1500 value at no-charge. Service Training is not standard or included with the product. Training can be done on-line, some is fee based and some may be available through the local dealer's University Website Portal. Training done in person, or at a Navistar Training Center does have fees involved. These fees would be the same fees a dealer would pay. Between the selling dealer and equipment provider, product operation training should be done at time of delivery. All Parts bought through Navistar carry a 12 month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would also be included. International 360 was recently launched last fall, it provides revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360, https://www.internationaltrucks.com/360
37	Describe any technological advances that your proposed products or services offer.	Safety continues to be at the forefront of most spec discussions. International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on Class 6-8 products. Driver Safety is that important to us at Navistar. Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well. Roll-Tek Seats are available and have been selected been selling in Plow Application. Diamond Logic Electrical System was updated to 500K with new MV, HV, RH, LT (Electrical Safety Options). The Diamond Logic Electrical System provides many orderable safety features as well as providing the TEM's with easy electrical hook up that does not require taking apart the factory electrical system. Some of the most popular Diamond Logic Features are:

- * DOT lighting walk around
- * Auto Neutral
- * Park Brake Alarms
- * Seat Belt On
- * Work Light Off Controls
- * Headlights on with Wipers
- * Radio Off in Reverse
- * PTO Control that prevents the PTO from being re-engaged

Diamond Logic You Tube Video is; <https://www.youtube.be/7SQUnh2VIM>

The MV, HV, RH and LT Models got updated chassis configurations along with new Doors, Cab configuration, Driver Amenities and Mirrors to maximize driver comfort, visibility and productivity. Stalk Shifter and redesigned gauge cluster keeps drivers eyes on the road versus looking around the cabin. We are the only manufacture that offers set forward axle in all engine configurations with integral front frame extensions for optimal plow set up.

International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 for the most demanding Horsepower and Torque requirements. The Cummins single can aftertreatment system is used on the Cummins Product as well as the International A26.

Corrosion Features are very important to Sourcewell Members in U.S and Canada. Below is a partial list of the corrosion features available on the International HV series:

- * Stainless Oil Pans (B-6.7, L-9, A26)
- * Galvanized Frame Rail Option
- * Remote Power Modules in the cab
- * Allison Transmission Control Module in the Cab
- * Stainless Bolts for Allison Transmission Pan
- * Stainless Cooler Lines
- * Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX
- * E-Coat Cab
- * Galvanneal Treated Cab on MV, HV, RH, LT and Lonestar.

Large 3 person cab with optional extended cabs as well as full crew cabs on MV and HV Products.

The International A26 is available in the HV, RH, LT and HX models up to 500hp, with both Front Engine PTO as well as Rear Engine PTO Capabilities.

The International HX goes up to 630hp with the X-15

The newest member of the International product line is the CV which has a traditional truck frame including optional integral front frame extensions, The CV has stretched the GVW boundaries of the class 4-5 market into class 6 with 22,500# gvw on 4x4's and 23,500# on the 4x2's and has a powerful 6.6L engine with multiple Allison Transmissions.

Below are the links to specific products that can be very helpful:

Engines that Power International Trucks:

<https://www.internationaltrucks.com/engines>

Model Specific Links:

<https://www.internationaltrucks.com/cv-series>

<https://www.internationaltrucks.com/mv-series>

<https://www.internationaltrucks.com/hv-series>

<https://www.internationaltrucks.com/hx-series>

<https://www.internationaltrucks.com/rh-series>

<https://www.internationaltrucks.com/lt-series>

<https://www.internationaltrucks.com/lonestar>

You Tube:

New International Line Up:

<https://youtu.be/1X-XZZRUv3M>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Included in the appendix is the 2018 Navistar Sustainability Report. https://www.navistar.com/StaticFiles/whoweare/Navistar_Sustainability_Report_2018.pdf. It touches on the following: Products Operations Communities Charts on Progress GRI Content Index Highlights would be: Fuel Efficiency Package with A26 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus (press release also in appendix) Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption since 2010. In addition, Navistar leadership challenges operations to reduce electric consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. today more than 56% of our waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated deliver system from The Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non Hazardous Waste Generation are tracked and charted in this document.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third part eco-labels	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Navistar is a publicly Traded Company. We are committed to diversity, both internally within our workforce and externally within our supply base. We instituted our Supplier Diversity Program to bring awareness and emphasis to our practices, and to provide a competitive edge with our customers. Thirty years later, we continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. In this spirit, our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women and veterans, as well as small business enterprises. Our vision is to develop a strong foundation of highly qualified suppliers that can provide us with exceptional products and services. At Navistar, diversity is not only the right thing to do, it is the prudent thing to do. Our focus on diversity will continue to be an integral component of our business strategy. Navistar's Diversity Spend: * \$927,000,000 for 2019 * \$277,000,000 through 3/31/20 WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM Small Business A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit: http://www.sba.gov/content/am-i-small-business-concern. Minority-Owned Business A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American. Woman-Owned Business A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman. Veteran-Owned Business A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred	

or aggravated in the line of duty or while in training status also qualify as a veteran. Service-Disabled Veteran Owned Business

A service-disabled veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by service-disabled veterans; or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran; and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans Affairs, establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense. Reservists or members of the National Guard disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify. 8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a) business development program, which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information

visit: <http://www.sba.gov/content/8a-business-development-0>. Small Disadvantaged Business

A small disadvantaged business refers to a small business that is at least 51 percent owned, controlled, and operated on a daily basis by one or more disadvantaged persons. A disadvantaged person includes Black, Hispanic, Native, Asian Pacific, and Subcontinent Asian Americans. For more information visit: <http://www.sba.gov/content/disadvantaged-businesses>. HUBZone Certified Business

A HUBZone certified business refers to a small business that is located in HUBZone (Historically Underutilized Business Zone), is owned and controlled by one or more United States Citizens, and at least 35% of its employees reside in a HUBZone. For more information visit: <http://www.sba.gov/content/understanding-hubzone-program>. AbilityOne Qualified Nonprofit Agency

An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne Program. To participate in the AbilityOne Program, nonprofit agencies must associate with either NIB (National Industries for the Blind) or NISH. The AbilityOne Program is a federal initiative to help people who are blind or have other significant disabilities find employment. For more information visit: <http://www.abilityone.gov>.

CERTIFYING ORGANIZATIONS

National Minority Supplier Development Council (NMSDC) Regional Affiliates
1359 Broadway Suite 1000
New York, NY 10018

Tel: 212-944-2430

Small Business Administration's 8(a) and Small Disadvantaged Business Programs
409 3rd St., SW

Washington, D.C. 20416

Tel: 800-827-5722

Women's Business Enterprises National Council (WBENC)

1120 Connecticut Ave., NW, Suite 950

Washington, D.C. 20036

Tel: 202-872-5515

Fax: 202-872-5505

Chicago Minority Supplier Development Council (CMSDC)

216 W. Jackson Blvd., Suite 600

Chicago, IL 60606

Tel: 312-755-8880

Fax: 312-755-8890

Canadian Aboriginal and Minority Supplier Council

282 Richmond St. East, #101

Toronto, Ontario M5A 1P4

Tel: 905-479-1114

Women's Business Business Development Council (WBDC)

8 South Michigan Ave., 4th Floor

Chicago, IL 60603

Tel: 312-853-3477

Fax: 312-853-0145

SECOND-TIER PROGRAM

At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend. To begin reporting Second-Tier Spend, please complete Navistar's Supplier Diversity Registration.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The Largest Dealer Network in North America to sell and service the products used in the communities they serve. Strong Market share in Government Sector Sourcewell Knowledgeable Sales Professionals at the dealerships to serve the members Ability to provide Turn-Key Solutions A proven track record of growth with Sourcewell An award Winning Parts Distribution System as Members keep units in service far longer than commercial applications do. A completely Updated Product Offering with Specific Vocationally Focused Products to serve the Government Sector. Free On-Line Parts and Service Program Both Cummins and International Engines Joint Marketing and Sourcewell Promotion through NCL Muni Financing Parts Program Tailored to Sourcewell	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	International provides the following (Base Warranties will be included in supporting materials as they vary by model and powertrain) 1. Warranty coverage is determined by a time and mileage limitation based on the sale date. 2. Coverage may vary between Base Vehicle and Base Engine Warranty Coverage and documented in the vehicle warranty coverage document. 3. Base warranty coverages have some components and/or defect modes which hold different coverage terms but are called out on warranty coverage document. 4. Any International Truck Dealership can perform warranty coverage repairs and file directly with Navistar. 5. If a customer qualifies and is approved to be a fleet level customer, they are allowed to file their own warranty claims. This can be done via Navistar Warranty Submission System. 6. Some suppliers such as: Cummins Engine, Allison Transmission, and other large Component Suppliers are required to return to their local distributors for warranty repairs. 7. Some suppliers require prior approvals to perform repairs even when performed by a Navistar Dealer. 8. If the repair is covered under warranty, the parts and labor are covered. 9. Over the Counter purchase of a part that is not installed by a Navistar Approved repair facility only receives the part expense of the warranty. If labor is also purchased with the part at a Navistar Approved service facility, then the Labor would also be included. 10. Parts returns are determined by Supplier agreements and needs, these parts are required to be returned under warranty. Requested parts back which are not returned are subject to a claim chargeback. Always hold on to the failed part until notified otherwise.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry restrictions/limitations. 2. External influence, damage, modifications, etc... 3. Failure due to improper use, misapplication or abuse, could be denied 4. Failure due to improper maintenance, storage, deterioration, etc... 5. Supplier Direct warranty requirements i.e. Cummins/Allison, etc...	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	1. On Road vehicles that are still under towing coverage, have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to the dealer, we will reimburse for the road call in lieu of the tow expense. 2. This is not covered under the standard warranty period.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Since our products are on highway vehicles, our warranty repairs are done at the dealership or a service provider authorized by Navistar. Navistar prefers that Sourcewell Members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs out to service those products, however the travel and labor expenses getting to and from those products is not covered under warranty.	*

46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Navistar base warranty on International Trucks covers all vendors through the standard warranty offering. However, as indicated in previous response there are a few suppliers such as Cummins and Allison that require their concerns to return to their distributors for repair and warranty. Most International Dealers are certified to perform warranty work on Cummins product. Equipment installed at Navistar TSC Mod Centers will carry a 12 month warranty. For Turn Key Units, Equipment installed at the dealer, an outside mod center or a TEM/Up-fitter are not part of the Navistar Warranty, they would be covered by the party that manufactured the components/equipment and the party that installed it. The International Dealer will go through the warranty coverage in the proposal process including the installed equipment. We have included in the attachments the Navistar Base Warranty for vehicles offered in this proposal.	*
47	What are your proposed exchange and return programs and policies?	Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Personnel including our Technical Field Service Manager to expedite a repair plan. Our expectation is not only to resolve the Sourcewell Member's concern fully, but in a timely manor.	*
48	Describe any service contract options for the items included in your proposal.	International provides a wide variety of service contracts that are published as well as custom contracts to cover s a specific component or system to the Sourcewell Member. These Service Contracts/Warranties can be added to the spec of the truck when purchased or after the unit is built, but not delivered. Units that are in service may be eligible for extended warranty, but there are time limitations. On the A26 Engine, Navistar offers an optional 4 year / 100,000 mile / unlimited hour warranty for HV and HX models for \$999.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	For the Sourcewell Members, the International Dealer will carry the unit on their books for 30 days. Payment will take place prior to possession or upon arrival at the body company, unless Sourcewell Member makes other arrangements. If units are funded by NCL they can fund the vehicle when it arrives at the body company. For units going to a body company for that will not be funded by NCL or completed in 30 days, the selling dealer can add expense of those terms into the sale agreement.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	International dealers work with NCL muni financing for Sourcewell Members. NCL is a Sourcewell Contract holder with 20 years or Sourcewell experience and the flexibility to accommodate member needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The International Dealer will make sure the entity is a Sourcewell Member. If they aren't the Dealer will help the entity get signed up for Sourcewell. Once the Sourcewell Member has worked out the specs and equipment they need on the unit, the International Dealer will price the chassis and equipment using the Sourcewell Workbook Navistar Financial Team developed for the current contract. It makes sure the member gets the chassis and additional equipment priced properly as we laid out in the contract and provides an easy to read template that lays out the cost and demonstrates the discounts. Once that is completed the dealer submits the information to the Finance Team (CSA) who provides them an authorization number. When the purchase order arrives, the selling dealer send the workbook and the purchase order so the unit can be ordered. Shortly after the order is placed, the dealer will get an order/job number and a serial number for the vehicle. (A special feature code goes on all Sourcewell orders so they can easily be tracked in the system.) within 30 days of the order going into the system, the order will get fully coded and all the major components and any engineering will get scheduled prior to build. During this process the dealer will be communicating with the member and the TEM/Up-fitter to coordinate a timely installation and delivery. Order to build on the chassis is 120-150 days, with 15-20 days for shipment. Units with bodies installed can add additional 15-120 days depending on the equipment being installed and the lead times at the body installer.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Since the products sold will go through the International dealer channel, the ability to utilize a P-Card would need to be established between the Selling dealer and the Sourcewell Member. If the dealer can accommodate, they would need to add the cost of the fees incurred to the transaction. Those fees would be spelled out by the selling dealer in the proposal documentation.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For all models except the CV Model - International will utilize a pricing program for the International Dealers that defines a percentage of discount, off the list price of all vehicles. Total Chassis list and Options List, less percentage discount equals the selling price of the chassis. For the CV models they will get stated dollar discounts that are subtracted from the list price of the vehicle to establish the sale price. Spreadsheet in appendix along with a sample proposal for each model. Sourcewell Members can modify the specs to their needs and are not limited to the specs submitted. Navistar's Pricing for the 2020 Sourcewell RFP for Class 4-8 Trucks is based on the U.S. Dollar. For units purchased by Sourcewell Members in Canada, an exchange rate will be added to the pricing on the Sourcewell Member's proposal. Navistar uses this same process for pricing with Government Business in Canada. When the dealer submits the Sourcewell Member Information for pricing, Navistar will provide the selling dealer with the appropriate exchange rate and will lock the exchange rate in effect the day it is quoted and that exchange rate will be honored for 60 days. If the unit(s) are turnkey with bodies and equipment on them, the selling dealer will confirm and communicate any exchange related items associated with the bodies and any installed equipment on the vehicle(s) as well as the chassis. The exchange rate and order by date will be noted in the pricing summary the selling dealer provides the Sourcewell Member. In addition, Sourcewell is very important to the government sector we serve in Canada and Navistar has 2 dedicated Representatives based in Canada to serve the Canadian Sourcewell Members and International Dealer Network in Canada
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54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	On MV, HV, HX, RH, LT and Lonestar Models the List discounts are attached and are between 34.5% and 54%. Pricing will be locked into Summer Price Pages for a year at a time. Federally Mandated Surcharges and Emissions will be added as required. Sample Pricing below and in attachment <table><tr><td>MV 607 4x2</td><td></td><td>34.5% off list</td><td></td></tr><tr><td>HV 507/607 4x2/4x4</td><td></td><td>34.5% off list</td><td></td></tr><tr><td>MV 607 6x4</td><td></td><td>35% off list</td><td></td></tr><tr><td>HV 507/607 6x4/6x6</td><td></td><td>35% off list</td><td></td></tr><tr><td>HV 513/613 4x2/6x4/8x6/6x6</td><td>49.3% off list</td><td></td><td></td></tr><tr><td>HX Models (all)</td><td></td><td>51% off list</td><td></td></tr><tr><td>RH 4x2/6x4</td><td></td><td>54% off list</td><td></td></tr><tr><td>LT 4x2/6x4</td><td></td><td>54% off list</td><td></td></tr><tr><td>LoneStar</td><td></td><td>51% off list</td><td></td></tr></table> <table><tr><td>Model</td><td>MSRP</td><td>Discount</td><td>Transaction</td></tr><tr><td>MV</td><td>\$115,520</td><td>34.5%</td><td></td></tr><tr><td>\$75,665.60</td><td></td><td></td><td></td></tr><tr><td>HV507 4x2</td><td>\$115,183</td><td>34.5%</td><td>\$75,444.87</td></tr><tr><td>HV507 6x4</td><td>\$131,405</td><td>35%</td><td>\$85,413.25</td></tr><tr><td>HV607 4x2</td><td>\$115,183</td><td>34.5%</td><td>\$75,444.87</td></tr><tr><td>HV607 6x4</td><td>\$131,405</td><td>35%</td><td>\$85,413.25</td></tr><tr><td>HV513 4x2</td><td>\$185,289</td><td>49.3%</td><td>\$93,941.52</td></tr><tr><td>HV513 6x4</td><td>\$203,705</td><td>49.3%</td><td>\$103,278.44</td></tr><tr><td>HV613 4x2</td><td>\$185,289</td><td>49.3%</td><td>\$93,941.52</td></tr><tr><td>HV613 6x4</td><td>\$203,705</td><td>49.3%</td><td>\$103,278.44</td></tr><tr><td>HX all</td><td>\$240,271</td><td>51%</td><td></td></tr><tr><td>\$117,732.79</td><td></td><td></td><td></td></tr><tr><td>RH all</td><td>\$212,076</td><td>54%</td><td>\$97,554.96</td></tr><tr><td>LT all</td><td>\$247,203</td><td>54%</td><td></td></tr><tr><td>\$115,713.38</td><td></td><td></td><td></td></tr></table> The CV Model, does not use the same type of pricing model and utilizes Dollar Discounts versus Percentage. The discounts on the CV are also spelled out in the attached and range from \$6000 discount up to \$9000 depending on the GVW of the unit, the cab configuration and drive type. Examples are in the summary sheet and proposal's attached document file. <table><tr><td>Class 4</td><td>\$6000 discount</td></tr><tr><td>Class 5</td><td>\$7500 discount</td></tr><tr><td>Class 6</td><td>\$8000 discount</td></tr><tr><td>Crew Cab Incentive</td><td>\$500 additional discount</td></tr><tr><td>4x4 Incentive</td><td>\$500 additional discount</td></tr></table> A CV Class 6 with a Crew Cab and 4x4 would get a \$9000 discount off the MSRP. <table><tr><td>Model</td><td></td><td>MSRP</td><td>Discount</td><td>Transaction</td></tr><tr><td>CV class 4 4x2</td><td></td><td>\$49,368</td><td>\$6000</td><td>\$43,386</td></tr><tr><td>CV class 5 4x2</td><td></td><td>\$52,002</td><td>\$7500</td><td>\$44,512</td></tr><tr><td>CV class 6 4x2</td><td></td><td>\$55,200</td><td>\$8000</td><td>\$47,200</td></tr></table>	MV 607 4x2		34.5% off list		HV 507/607 4x2/4x4		34.5% off list		MV 607 6x4		35% off list		HV 507/607 6x4/6x6		35% off list		HV 513/613 4x2/6x4/8x6/6x6	49.3% off list			HX Models (all)		51% off list		RH 4x2/6x4		54% off list		LT 4x2/6x4		54% off list		LoneStar		51% off list		Model	MSRP	Discount	Transaction	MV	\$115,520	34.5%		\$75,665.60				HV507 4x2	\$115,183	34.5%	\$75,444.87	HV507 6x4	\$131,405	35%	\$85,413.25	HV607 4x2	\$115,183	34.5%	\$75,444.87	HV607 6x4	\$131,405	35%	\$85,413.25	HV513 4x2	\$185,289	49.3%	\$93,941.52	HV513 6x4	\$203,705	49.3%	\$103,278.44	HV613 4x2	\$185,289	49.3%	\$93,941.52	HV613 6x4	\$203,705	49.3%	\$103,278.44	HX all	\$240,271	51%		\$117,732.79				RH all	\$212,076	54%	\$97,554.96	LT all	\$247,203	54%		\$115,713.38				Class 4	\$6000 discount	Class 5	\$7500 discount	Class 6	\$8000 discount	Crew Cab Incentive	\$500 additional discount	4x4 Incentive	\$500 additional discount	Model		MSRP	Discount	Transaction	CV class 4 4x2		\$49,368	\$6000	\$43,386	CV class 5 4x2		\$52,002	\$7500	\$44,512	CV class 6 4x2		\$55,200	\$8000	\$47,200	
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CV class 6 4x2		\$55,200	\$8000	\$47,200																																																																																																																																	
55	Describe any quantity or volume discounts or rebate programs that you offer.	We are pleased to provide the Sourcewell Members with the following Volume incentives (units purchased and delivered in 12 month period) 5+ units provides a \$1500 a unit discount, 20+ provides additional \$1500 discount or \$3000 total. (Does not have to be identical or even the same model to qualify)																																																																																																																																			
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	International Dealers welcome "Sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn key and we have great relationships with the TEM's/Up-fitter. Goods Purchased outside of the chassis assembly process (including Mod Centers) can be added to the members proposal with a handling fee not to exceed 5% of the cost of those Goods and Modifications. These items and the markup is disclosed on summary sheet provided to the member with the proposal. In order to facilitate greater Sourcewell synergy, when International Dealer Sources Body and Equipment from a Sourcewell contact holding TEM equipment will be limited to a 4% Markup.																																																																																																																																			

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not common. If there are additional cost, they would be disclosed in the pricing summary and agreed to by the Member. Some states require a state vehicle inspection, or a Federal DOT inspection. If State, or Provincial Law requires collecting license fees and/or taxes, that would not have been part of the Sourcwell Pricing Program. The Sourcwell member may decide the unit has to be delivered full of fuel or ask for expedited shipping	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and Canada, there is a flat fee for freight. A freight fee is included in every vehicle and covers freight to a mod center (outside International), TEM/Up-fitter, or Dealership. When the unit is ordered, the selling dealer puts in the shipping instructions. Once units are built, they are decked and shipped with carriers contracted to Navistar. When the unit arrives at the destination, they are to be inspected and any issues are identified before the drive away driver departs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Port Alaska is the same as Freight as the lower 48 states and Canada. (Shipped as Tractor or a cab and chassis) first movement. If Port Alaska is not the final destination in Alaska, the additional expense would be worked out with the selling International Dealer. Our dealer in Hawaii and the dealer in Puerto Rico handle shipping of products to their locations from either the body company or a port in the U.S.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the Dealership for Tractors, or the TEM/Up-fitter for units with a body installed. If the Member is requesting a unique delivery requirements, that would need to be discussed and properly described and included in the pricing proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Navistar has offered additional incentives to Sourcwell Members for larger contracts or where there was an opportunity to take advantage of the Sourcwell offering and will continue to use as needed in future contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Using Best Practices from our current contract, we require the dealer to put feature code 10JPA on Sourcewell Orders to make sure we track them and that they get "Silver Package" and any other Credits and Incentives they are due. To facilitate proper pricing for the Sourcewell Member, we have developed a "Sourcewell Pricing Workbook" that the dealer uses to price out the chassis and any additional equipment or warranties the member may require. It transfer's all the information to the members pricing sheet summary. The selling Dealer has to provide financial summary and purchase order so Navistar can ensure that the member has received the proper pricing. Dealers are aware that we will correct mistakes and they can get charged for items they did not do correctly.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Navistar is pleased to provide Sourcewell with the following rebates by model family: CV = \$1000 MV 607 = \$1500 HV 507/607 = \$1500 HV 513/613 = \$2000 HX 515/520/615/620 = \$2000 RH/LT/Lonestar = \$2000 These rebates are NOT in the dealers proposal's and will be paid to Sourcewell Quarterly along with detailed summary sheet. For Parts purchased using Sourcewell Fleet Charge Program, Sourcewell will receive .5% (.005) of the total sales to Sourcewell Members using Fleet Charge. Navistar will pay this parts rebate quarterly.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	International is offering our complete truck and tractor product line from class 4 vehicles through class 8 vehicles and will add e-Mobility products when they become available. These vehicles are set up to be used in the following applications (120+ applications, most popular are listed below) * Dry and Refrigerated Vans * Stake and Flat Bed * Emergency Fire Pumper * Emergency Fire Tanker * Emergency Wild Fire Truck * Emergency Ambulance * Emergency Command Center * Emergency Police Prison Transport * Dump, Side Dump, End Dump * Snow Plow, Wing Plow, Belly Plow * Concrete Mixer * Volumetric Mixer * Fuel Delivery * Waste Tank * Tar Spreader * Water Tank * Food Grade Tank * Sewer Vac, Hydro-Excavator * Wrecker, Fixed or Rotator * Roll-Back (Recovery) from Cars to Heavy Equipment * Utility Service Body * Utility Bucket Truck * Utility Digger-Derrick * Utility Tree Care Body * Utility Line-Washer * Utility Sign Truck * Material Handling plus Moffit options * Crane * Street Sweeper * Garbage Packer * Garbage Roll-Off * Garbage Automated Side Loader * Feed Truck * Armored Truck * Tractor, Sleeper or Day Cab * Vocational Tractor * Heavy Haul Tractor * Hauler Style Truck for 5th wheel trailers * Attenuator Trucks The International Dealer Network has Sourcewell experience and is fully capable of meeting the member needs with turn-key offering as well as financing with NCL (another Sourcewell Contract holder). These products would be sold through the International Dealer Network, which is the largest in North America. International has been serving Sourcewell Members the last 4 years and is adding a parts program to provide even more opportunities to serve the Sourcewell Membership. These are all Diesel Powered Products offering both Cummins (B-6.7, L-9 and X-15) and International 6.6L is the exclusive engine in the CV and A26 (12.4L) is available in higher GVW trucks and Tractors. The Truck Models offered include the following: * CV 4x2, 4x4 up to 23,500 GVW * MV 607 4x2, 6x4 up to 54,000 GVW * HV 507, 607, 513, 613 in 4x2, 4x4, 6x4, 6x6, 8x6 up to 80,000 GVW * HX 515, 520, 615, 620 in 6x4 and 8x6 up to 150,000 GVW International offers a Set Forward Axle in the HV and HX which are optimal for Snow Plow Applications, providing better maneuverability as well as Weight Capacity in regions that enforce Federal Bridge Requirements.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	International Trucks offer a very complete and comprehensive product offering. Commercial Truck Offerings can be very complicated, and new configurations enter the market every day. We are here to serve the Sourcewell Membership. In the event a member needs a special feature or chassis configuration and you can't confirm availability please don't hesitate to ask, either the local dealer you are working with. You can reach out to the local dealer or Martin White and Bob Mann, who are listed as contacts in this submission.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	Our Tractor Offering: * RH Tractor (Regional Haul A26 Power) in 4x2 and 6x4. * LT Series (Long Haul) in 4x2 and 6x4 with A26 and Cummins X-15 power * Lonestar Series Premium Tractor in 6x4 with Cummins X-15 Power In Vocational Trucks and Tractors we offer the Following: HV 507/607 as 4x2, 4x4, 6x4 with Cummins B-6.7 and L-9. Day Cab/Extended Cab and Crew Cab * HV 513/613 as a 4x2, 6x4, 6x6, 8x6 with A26 Engine and Day Cab, Extended Cab and Crew Cab. HX Series Premium Vocational Product in 6x4 and 8x6 with A26 and Cummins X-15 Power	*
67	Class 7 chassis	☒ Yes ☐ No	MV Series in 4x2 and 6x4 Configurations with Cummins B-6.7 or L-9 in Standard Cab, extended cab and Crew Cab configurations. This product is also available for Class 8 configurations	*
68	Class 6 chassis	☒ Yes ☐ No	The CV Series goes up to 23,500# gvw in 4x2 and 22,500# in a 4x4. It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*
69	Class 5 chassis	☒ Yes ☐ No	The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*
70	Class 4 chassis	☒ Yes ☐ No	The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Member Satisfaction Survey Number of new proposals created every week. Number of units ordered every month. Communicate goals and results through Regions as well as Vocational Team and key Dealer Meetings and calls. Campaigns to reach members within the dealerships Follow Up on leads generated on the International Sourcewell Website Training and Presentations Completed on Sourcewell Every Month	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.	*

73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	International is building the best quality products that we have seen in many years. Our investment in plant updates, lean practices and a relentless quality organization focused on Uptime, has got us to this point. Our 1/2" single Frame rails are the strongest in the Industry. We also have integral front frame extensions on many models and FEPTO Access which is very popular on plow trucks. Our Frames are e-coated as well as painted (optional galvanized rails). They are squared and laser lined and have huck bolt system to attach the cross members to assure they do not come loose or move. Our cabs meet SAE Guidelines for Cab Roof Crush. Our cab stamping and assembly is fully automated, cabs are sealed and then dipped for corrosion protection along with receiving 2 base coats of paint and a thick clear coat to make product look nice for tears to come. Our hood systems are predominantly SMC style, which is half the thickness of fiberglass and twice as strong. In addition these hoods are 3 piece, so in the event of an accident the entire hood does not have to be replaced, just the damaged section. We also offer visibility hoods for the HV offering. Our cabs and driver environment have also been updated to provide our quietest cab ever, with better visibility out the doors, down the hood line and through the mirrors. We have true 3 person cabs that can accommodate the gear that drivers can bring with them to do their jobs. All ergonomics have been redone to keep important gauges and controls higher on the dash so the driver doesn't have to look away from the road to see what is going on with the truck.. The HVAC system has also been updated for both driver comfort and quicker defrost on the windshield. The stalk shifter has been very well accepted. It is very durable, has very long life and has safety features a mechanical level cant offer.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	North America's Largest Dealer and Service Network. Dealers that have strong presence in the government sector. Dealers that have successfully grown with Sourcewell on current contract. 1350+ units. Great Products, with highest quality we have had in many years. We have achieved Best in Class Quality with key customer scorecards. A manufacturing growth plan that included a new assembly plant being built in San Antonio, TX that will open in 2022. Focus on Electric Trucks and Buses with partner TRATON. The Silver Package with on-line parts and service for 2 years after purchase of new truck at no charge. \$200-\$400 Fleet Charge Credit for every truck bought off this contract. A Sourcewell Exclusive Our Parts Distribution System is Award Winning and with new Memphis Locations, we offer even faster delivery. Working with Diamond Edge Program, our Parts System works with dealers to make sure they have the parts you will need to repair the vehicle. Diamond Edge Service Program is all about getting units in, diagnosed and back in the customers hands. Our Service Velocity at the dealerships to get units out in 24 to 48 hours. Additional Customer Tools: * On Command Connection * International 360 Turn-Key Offering to the Sourcewell Members as a truck isn't ready to work without the proper body and equipment on it. Partnering with NCL to go after even more Sourcewell Members with financing tools that can put equipment to work and meet the financial constraints of todays budget realities. Navistar and the International Dealers want to win with Sourcewell!	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday June 09, 2020 13:29:09
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - International Warranty 2020.zip - Monday June 08, 2020 10:42:03
 - [Pricing](#) - International Pricing & Specifications 2020.zip - Tuesday June 09, 2020 11:26:44
 - [Additional Document](#) - Additional Documents.zip - Tuesday June 09, 2020 14:31:13

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Martin White, Director Vocational Sales, Navistar, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ **Yes** ☐ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--

INTERNATIONAL®

December 06, 2022

Prepared For:

CITY OF LIVERMORE
 BRIAN HARRIS
 1052 S Livermore Ave.
 Livermore, CA 94550-4899
 (925)960 - 8032
 Reference ID: CRANE UNIT

Presented By:

PETERSON TRUCKS, INC
 Barney Newman
 2718 TEAGARDEN STREET
 SAN LEANDRO CA 94577 -
 (510)618-5550

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Note: Due to unprecedented pandemic related component shortages commodity prices are constantly fluctuating and our quotation includes any surcharges we have on record currently but we reserve the right to adjust pricing to include future potential surcharges -if implemented- by manufacturer .

PURCHASING UTILIZING OUR NAVISTAR SOURCEWELL CONTRACT # 060920-NVS



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Mobile Aerial Crane
MISSION:	Requested GVWR: 58000. Calc. GVWR: 58000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 22.02% / 2.51% @ 55 MPH
DIMENSION:	Wheelbase: 260.00, CA: 192.90, Axle to Frame: 146.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushings

INTERNATIONAL®

December 06, 2022

PAINT:

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 260.00 Wheelbase, 192.90 CA, and 146.00 Axle to Frame.
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1SAM	CROSSMEMBER, REAR, AF (2)
1WGY	WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqiIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

<u>Code</u>	<u>Description</u>
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TUU	BATTERY CABLES with 1 Auxiliary Battery Post, Positive
8VAY	HORN, ELECTRIC Disc Style

<u>Code</u>	<u>Description</u>
8WBW	JUMP START STUD Remote Mounted
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WBS	KEYS - ALL ALIKE, ADDITIONAL 2 Keys
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre-Cleaner
12VJH	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2023
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12WZY	CARB EMISSION WARR COMPLIANCE for Cummins L9 Engines
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14GVL	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends : Gear Ratio: 5.86
14UHD	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushings
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

<u>Code</u>	<u>Description</u>
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted
	: SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16VLV	MONITOR, TIRE PRESSURE Omit
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches

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Vehicle Specifications
2024 HV607 SBA (HV607)

December 06, 2022

<u>Code</u>	<u>Description</u>
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
	Cab schematic 100WL
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A
Services Section:	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40NSG	CARB COMPANION PLAN {Navistar} for CARB B6.7 and L9 Engines
Body/Allied Equipment	
<u>Code</u>	<u>Description</u>
Goods Purchased	
<u>Code</u>	<u>Description</u>
	COMMODITY SURCHARGE
	MANITEX 30100C CRANE INSTALLED PER QUOTATION ATTACHED

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Financial Summary
2024 HV607 SBA (HV607)

December 06, 2022

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$430,732.94
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

PRICE BREAKDOWN:

\$ 128,094.50 CHASSIS

\$ 262,500.00 MANITEX CRANE INSTALLED

\$ 40,035.94 10.25% SALES TAX

\$ 85.00 DOCUMENT FEE

\$ 17.50 TIRE FEE

\$ 430,732.94 TOTAL PRICE DELIVERED TO LIVERMORE

Approved by Seller:

Accepted by Purchaser:

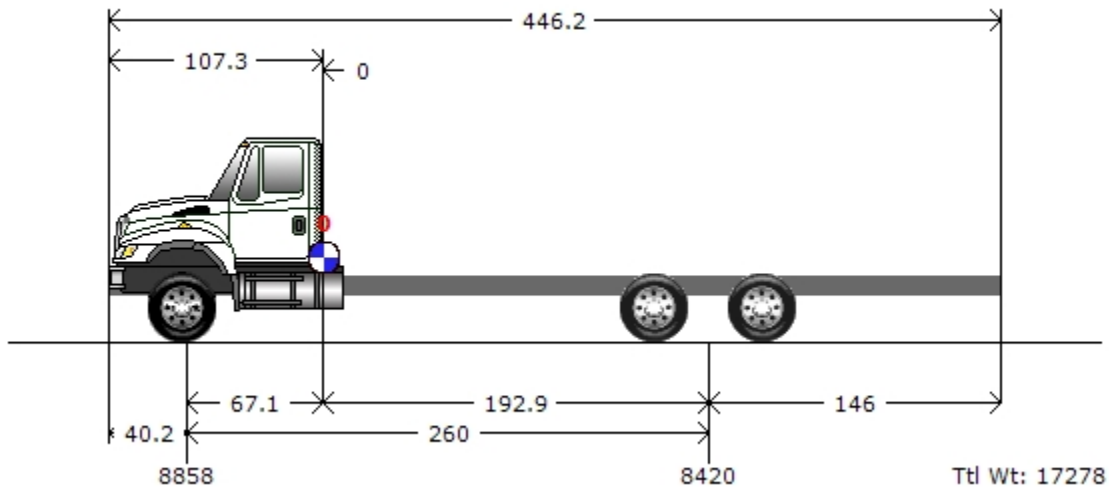
Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	40.2	Body Length	(BL)	N/A	Tractor Front Axle:	8,858
Wheelbase	(WB)	260.00				Tractor Rear Axle:	8,420
Axle to Frame	(AF)	146.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	192.9					
Usable CA		192.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads		Weight Distribution	
Payload Weight:	0	Total Front Axle:	8,858
Driver:	0	Total Rear Axle:	8,420
Fuel-Diesel(Lbs):	0	Total Weight:	17,278
DEF(Lbs):	0		

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

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Weight Summary
2024 HV607 SBA (HV607)

December 06, 2022

Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		Total
	Front	Rear	
<u>Chassis Weight</u>			
Chassis Weight:	8,858	8,420	17,278
Fuel:	0	0	0
DEF:	0	0	0
(Curb Weight):	8,858	8,420	17,278

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	8,858	8,420	17,278

Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	18,000	40,000
Tire(tire capacity)	20,000	48,040
Suspension(suspension capacity)	18,000	40,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (54")

Wheel Combination	Load	Limit
1 - 3	17,278	53,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 58,000 - Gross Vehicle Weight(GVW) 17,278 = 40,722 Reserves

Weight Summary

* Distributed weights are within capacity limits

(0012ESR)

ATTACHMENTS: 0060ABE 0015WCN 0012VXT 0012THT 0007SDP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	67	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0	MPH
Driver Initiated Override (DIO)	N, DISABLE FEATURE OR FUNCTION	N/A
DIO Maximum Road Speed Delta	3	MPH
DIO Maximum Distance	100	MILES
Max Engine Speed No Veh Speed Sensr	2084	RPM
LBSC Enable	N, DISABLE FEATURE OR FUNCTION	N/A
LBSC - Engine Speed Breakpoint	1800	RPM
Fuel Economy Adjustment Factor	4, MAXIMUM FUEL ECONOMY	N/A
Gear Down Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
GDP - Heavy Load Vehicle Speed	62	MPH
GDP - Light Load Vehicle Speed	57	MPH
Driver Reward Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Driver Reward Mode	0, ROAD SPEED GOVERNOR	N/A
Fuel Economy - Expected Level	7.00	MPG
Fuel Economy - Good Level	7.25	MPG
Fuel Economy - Best Level	7.50	MPG
% Idle Time - Expected Level	30	%
% Idle Time - Good Level	20	%
% Idle Time - Best Level	10	%
Speed Reward - Expected Level	0	MPH
Speed Reward - Good Level	0	MPH
Speed Reward - Best Level	0	MPH
Speed Reward - Penalty Level	0	MPH
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	15.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	Y	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	67	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Engine Brake Swtch Bypass Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Engine Fan Min On Time For AC	30	SEC
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A

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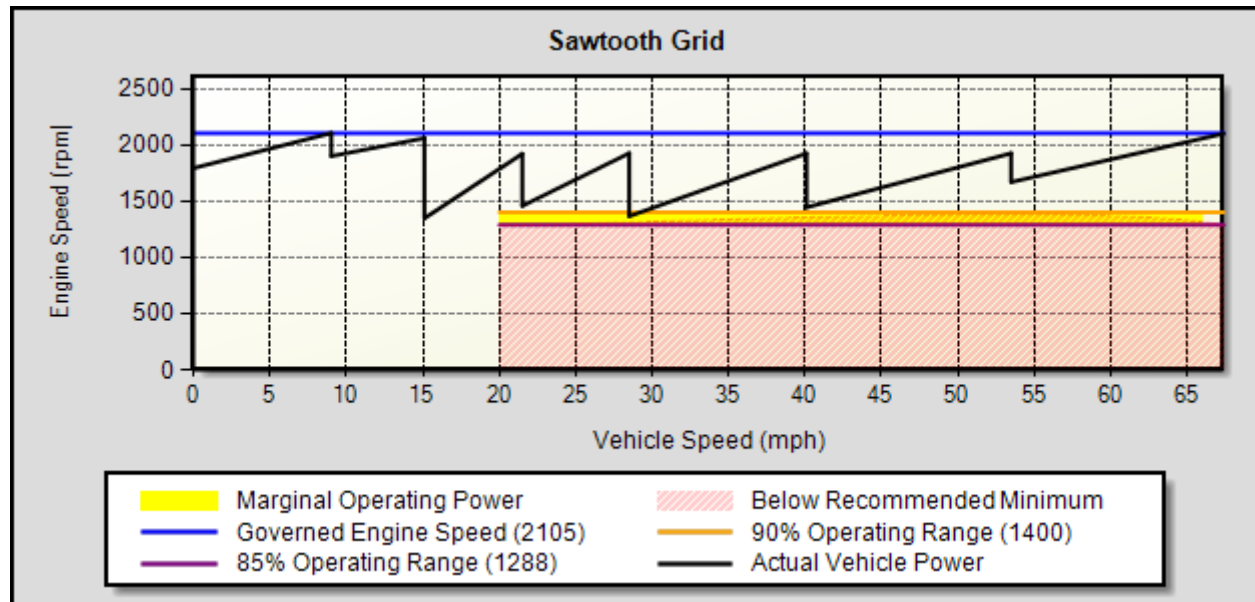
Electronic Parameters Summary
2024 HV607 SBA (HV607)

December 06, 2022

PTO Max Engine Speed	1500	RPM
PTO Min Engine Speed	500	RPM
PTO Maximum Engine Load	1199	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	1500	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	1, PTO PRK BRK INT TYPE SET TO CAB ONLY	N/A
PTO Transmission Neutral Interlock	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	700	RPM
PTO Set Switch Speed	1500	RPM
PTO Additional Switch Speed	700	RPM
PTO Ramp Rate	100	RPM/SEC
Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	1000	RPM
Remote PTO Speed Setting 2	1200	RPM
Remote PTO Speed Setting 3	1400	RPM
Remote PTO Speed Setting 4	1400	RPM
Remote PTO Speed Setting 5	1500	RPM
Remote Station PTO Resume Sw Spd	1000	RPM
Remote Station PTO Set Switch Speed	1500	RPM
Remote Station PTO Addition Sw Spd	1500	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Sudden Veh Speed Decel Threshold	6.96	MPH
Trip Information Vehicle Ovrsped1	74	MPH
Trip Information Vehicle Ovrsped2	76	MPH
Veh Speed Sensor Anti Tamper Level	1, HIGH LEVEL	N/A
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A
Predictive Gear Shifting	N, DISABLE FEATURE OR FUNCTION	N/A

These Electronic Parameters have been successfully finalized

ENGINE/TRANSMISSION MATCHING



Sawtooth Details

Gear	Trans Ratio	Upshift Power Avail		Govern Power Avail		Peak Power Comparison			Warn Msg
		Veh Spd (MPH)	Eng Spd (RPM)	Veh Spd (MPH)	Eng Spd (RPM)	Gear Step (%)	85% Range (%)	90% Range (%)	
1C	3.49	0.0	1794	9.0	2105	N/A	63	50	
2C	1.86	9.0	1900	15.1	2060	N/A	63	50	
2L	1.86	15.1	1347	21.5	1921	N/A	63	50	
3L	1.41	21.5	1457	28.5	1926	N/A	63	50	
4L	1.00	28.5	1366	40.1	1925	N/A	63	50	
5L	0.75	40.1	1444	53.5	1925	N/A	63	50	
6L	0.65	53.5	1669	67.4	2100	N/A	63	50	

STEADY STATE PERFORMANCE

Performance Results	Gear	Veh Spd (mph)	Eng Spd (rpm)	Fuel Econ (mpg)	Grade (%)	Notes
LEVEL ROAD MAXIMUM SPEED	6L	70.1	2184	6.18	0.00	
HI GEAR SPEED @ RATED RPM	6L	67.4	2100	6.33	1.43	
55.0 MPH STEADY-STATE	6L	55.0	1714	7.70	2.51	
TYPICAL OPERATING SPEED	6L	60.0	1870	7.09	2.05	- Calculated Grade Ability/Fuel Economy

VEHICLE ORDER CODING ERRORS MAY RESULT IF THE "LEVEL ROAD MAX SPEED" VALUE EXCEEDS THE "HI GEAR SPEED @ RATED RPM" AND IS USED AS THE ENGINE PROGRAMMABLE VEHICLE SPEED LIMIT.

IF THE RESULTS CONTAIN "-----", VEHICLE CANNOT ATTAIN THAT SPEED.

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

Recommendations / General Information

IDLE FUEL RATE : 0.97 GALS/HR @ 700.0 RPM

TORQUE CONVERTER : TC-421 STALL RATIO: 1.77

Fuel Economy Route: Normal Route - City, Suburban, and Highway

Key Fuel Economy Information	City	Suburban	Highway	Notes
MILES PER GALLON	5.06	7.41	7.34	
AVERAGE MPH	18.9	39.7	54.6	
MISSION MINUTES	29.94	52.09	173.38	

IF THE RESULTS CONTAIN "*****", THE ENGINE USED DOES NOT HAVE A FUEL MAP. FUEL ECONOMY CANNOT BE PREDICTED.

GRADEABILITY PERFORMANCE

Enroute - Full Throttle Upshift Performance

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0	1794	0.00	37.70	STALL
		5.8	1950	232.94	26.07	70% EFF
		7.7	2042	265.08	22.02	80% EFF
		9.0	2105	272.29	19.32	
2C	1.86	9.0	1900	207.01	14.41	
		15.1	2060	268.98	10.89	
2L	1.86	15.1	1347	291.00	11.85	
		21.5	1921	331.59	9.25	
3L	1.41	21.5	1457	314.05	8.72	
		28.5	1926	330.27	6.71	
4L	1.00	28.5	1366	294.08	5.88	
		40.1	1925	328.30	4.33	
5L	0.75	40.1	1444	304.61	3.95	
		53.5	1925	319.71	2.66	
6L	0.65	53.5	1669	319.92	2.66	
		67.4	2100	308.07	1.43	RATED RPM
		68.2	2125	269.07	1.00	
		69.1	2155	221.45	0.50	
		70.1	2184	172.42	0.00	LEVEL ROAD

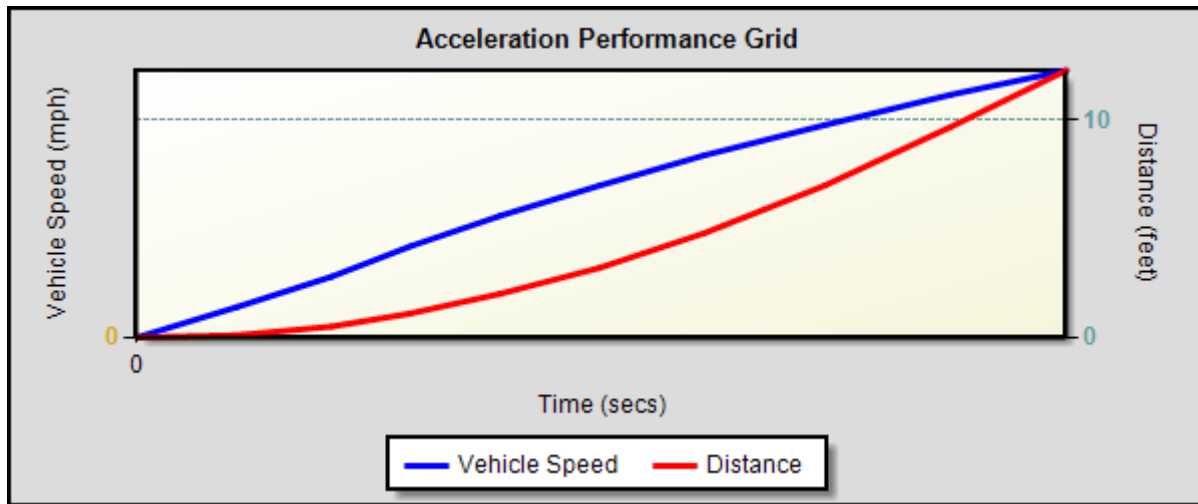
STARTING / TOP GEAR PERFORMANCE

Gear	Trans Ratio	Veh Spd (mph)	Eng Spd (rpm)	Whl Pwr (hp)	Grade (%)	Warn Notes Msg
1C	3.49	0.0		0.00	37.70	STALL
		7.7		265.08	22.02	80% EFF - Calculated Start Ability

THE TRANSMISSION WAS SIMULATED IN PERFORMANCE OPERATING MODE.

ACCELERATION PERFORMANCE RESULTS

Acceleration Performance Grid



Acceleration Performance: VEHICLE CAN ATTAIN MAX SPEED OF 8.8 (MPH) ON GRADE.

Acceleration Performance Details

Gear	Time (secs)	Distance (feet)	Speed (mph)	Notes
1C	0.19	0.1	1.0	
	0.37	0.5	2.0	
	0.52	1.1	3.0	
	0.69	2.0	4.0	
	0.88	3.2	5.0	
	1.08	4.8	6.0	
	1.31	7.0	7.0	
	1.55	9.7	8.0	
	1.77	12.3	8.8	

REQUIRED TCAPE INFORMATION

TCAPE Factors For Vehicle

Selected Rear Axle Gear Ratio(s):	5.86
Engine Fan Type:	VISCOUS
Parked PTO:	NO
Enroute PTO:	NO
ID Wheel Slip Conditions:	Yes
Road Governor/Cruise Ctrl:	No
Road Surface Type:	TYPICAL
Fuel Economy Route:	Normal Route - City, Suburban, and Highway
Vehicle Vocation:	MODERATE ON/OFF HIGHWAY
Acceleration Grade (%):	0.0
Frontal Area (FT ²):	76
Speed Limit on Route (MPH):	61.0
Relative Drag Coefficient:	85
Alternator (A):	40
Steering Gear (HP):	2.60
Air Conditioner (HP):	3.20
Vehicle Width (IN):	96
Vehicle Height (IN):	110
Weight on Drive Axle (LBF):	40000
Acceleration Vehicle Spd (MPH):	55.0
Ambient Temperature (F):	70.0
Air Compressor (HP):	2.20
TIRE, FRONT	2 - RADIAL LOWPROFILE
TIRE, REAR	8 - RADIAL NORMAL

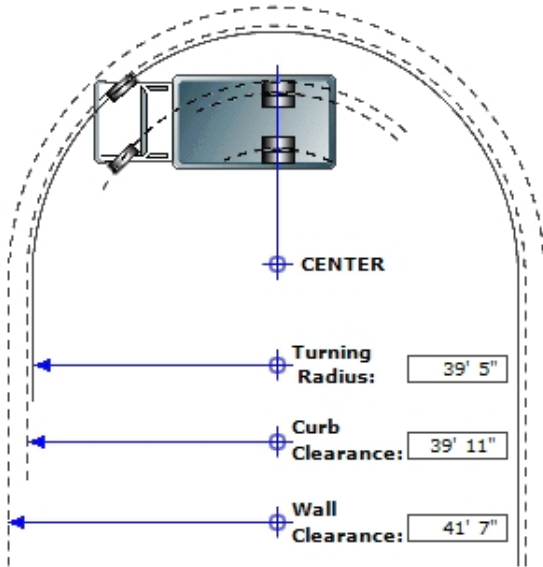
Components

0001AND	AXLE CONFIGURATION {Navistar} 6x4
0002ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
0004SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
0005PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
0008GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
0012ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
0012THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
0013BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
0014GVL	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends
0016030	CAB Conventional, Day Cab
0016BAM	AIR CONDITIONER with Integral Heater and Defroster
07382135444	TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
07792545438	TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

TCAPE HAS BEEN DESIGNED TO GIVE ECONOMY AND PERFORMANCE PREDICTIONS WHICH HAVE BEEN SHOWN TO BE TYPICAL FOR MOST OPERATIONS. HOWEVER, DUE TO OPERATING CONDITIONS, DRIVER INFLUENCES, AND OTHER FACTORS, YOUR RESULTS MAY VARY FROM THOSE PREDICTED. ALSO, BECAUSE OF FUEL MAPPING PROCEDURES USED BY VARIOUS ENGINE MANUFACTURERS, COMPARISONS OF FUEL ECONOMY RESULTS FOR DIFFERENT BRANDS OF ENGINES MAY VARY FROM THOSE SHOWN.

NAVISTAR, INC. SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT ARE INCURRED BY DEALER OR BY

DEALER'S CUSTOMERS AS A RESULT OF RELIANCE ON TCAPE, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.



Series: HV
Model: HV607
Description: HV607 SBA
Model Year: 2024

Calculation Factors

Wheelbase: 260
Front Axle: 0002ARZ
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A}
Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel: 0027DPN
Description: WHEELS, FRONT, {Accuride 29039} DISC; 22.5x9.00 Rims,
Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC,
Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard
Offset, with .5" Thick Disc
Front Tire: 07792545438
Description: TIRES, 315/80R22.5 Load Range L HSC 3
(CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius StatisticsGeneral Information

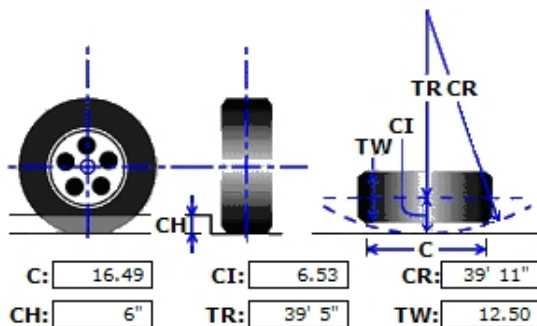
Inside Turn Angle: 40 Degrees
Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.49
CI - Curb Clearance Increment: 6.53
CR - Curb Clearance Radius: 39'11"
CH - Curb Height: 6"
TR - Turning Radius: 39'5"
TW - Tire Width: 12.50



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER
TO PETERSON TRUCK INC. IN AN AMOUNT OF \$430,733 FOR A
REPLACEMENT INTERNATIONAL HV607/MANITEX 30100C CRANE
TRUCK AND AUTHORIZING A FINANCIAL CONTINGENCY IN AN
AMOUNT NOT-TO-EXCEED TEN PERCENT (10%) FOR COST
ADJUSTMENTS**

Section 2.68.370 of the Livermore Municipal Code, states that the City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than \$50,000 to the bid representing the best value as defined in LMC 2.68.040, with the exception being where supplies and equipment are purchased through competitive or noncompetitive negotiations pursuant to LMC 2.68.390.

Peterson Truck Inc. (Supplier) holds the Sourcwell Contract for Class 4-8 Chassis with related Equipment, Accessories, and Services. The Sourcwell bid procedure for the replacement International HV607/MANITEX 30100C Crane Truck meets the City's Municipal Code requirement.

Market fluctuations and scarcity of materials globally, combined with a volatile labor market are potential causes of cost escalations in the vehicle fleet industry where adjustments to pricing may become necessary during the term of this Purchase Order.

As a result of market fluctuations, cost adjustments may be requested by Supplier to increase or decrease any unforeseen price increases.

A financial contingency in an amount not-to-exceed ten percent (10%) for cost adjustments is necessary to allow staff to adjust pricing to cover potential future model year price increases.

Any increase requested by Supplier shall be submitted at least 30 days before the requested implementation date. In the event that Supplier finds it necessary to request a cost adjustment, Supplier shall provide notice in a timely, fair and equitable manner with evidence satisfactory to City documenting the reason(s) for and actual cost of the cost increase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore hereby:

1. Authorizes the City Manager to execute a purchase order, in an amount of \$430,733 for the purchase and delivery of a 2024 International HV607/MANITEX 30100C Crane Truck, in accordance with the terms, specifications and general provisions specified in Sourcwell Contract #060920 NVS, and sections 2.68.370 and 2.68.040 of the Livermore Municipal Code.

2. Approves a financial contingency in an amount not-to-exceed ten percent (10%) for cost adjustments that may become necessary to cover potential model year price adjustments.
3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 5.5

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing receipt and appropriation of funds, in the amount of \$40,000, for the State of California Department of Alcoholic Beverage Control grant to support Livermore Police Department enforcement and education efforts related to the responsible service of alcoholic beverages.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing receipt of funds, in the amount of \$40,000, for a State of California Department of Alcoholic Beverage Control grant in Fiscal Year 2022-23 and authorize the Chief of Police to execute the grant agreement. Additionally, staff recommends City Council approve a supplemental appropriation of \$40,000 in the police department budget to support the execution of the grant.

SUMMARY

The Police Department applied for, and was awarded, a grant from the State of California Department of Alcoholic Beverage Control (ABC) (funded by the Office of Traffic Safety) in the amount of \$40,000.

Authorized expenditures are categorized in the following areas:

1. Conducting minor decoy operations, which are designed to educate and deter ABC licensed locations from selling/furnishing alcohol to minors.
2. Conducting business inspections with the primary goal of to educating ABC licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises.
3. Conducting holiday enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations during specified holiday periods.
4. Raising public awareness about the laws related to selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old.

DISCUSSION

The Livermore Police Department is fully committed to education and enforcement efforts related to the

responsible sale and consumption of alcoholic beverages. The requirements of the grant will be met through ABC licensee premise inspections, minor decoy operations, staff training/development, public awareness efforts, community communication, and general enforcement activities.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for this grant was not included in the FY 2022-23 budget because the grant opportunity was not present during the budget planning period. A \$40,000 appropriation to the Police Department's FY 2022-23 budget will be required; however, the grant will be received on a reimbursement basis from the State of California. There is no City required match and no financial obligation beyond the grant period.

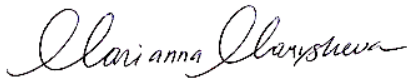
Administrative reporting to the Department of Alcoholic Beverage Control will be handled by the Downtown Area Officer, under the supervision of the Crime Prevention Unit Sergeant and Lieutenant.

ATTACHMENTS

1. Resolution
2. Exhibit A - Department of Alcoholic Beverage Control Grant Agreement

Prepared by: Jason Bogerg
Police Captain

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING THE RECEIPT AND APPROPRIATION OF GRANT FUNDS
IN THE AMOUNT OF \$40,000 FOR THE STATE OF CALIFORNIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL AWARD**

The City of Livermore has been awarded \$40,000 in grant funds from the State of California Department of Alcoholic Beverage Control (ABC) to further its commitment to education and enforcement efforts related to the responsible sale and consumption of alcoholic beverages.

The City of Livermore Police Department intends to utilize the grant funds to conduct minor decoy operations, raise public awareness regarding ABC laws, conduct ABC law related general and holiday-specific enforcement efforts, and inspections of ABC licensed establishments.

Funding for this grant must be appropriated in the FY 2022-2023 budget and will be received on a reimbursement basis from the State of California.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the Police Chief, on behalf, of the City of Livermore, to execute the grant agreement, attached hereto as Exhibit A, for the City to receive grant funds from the State of California Department of Alcoholic Beverage Control in the amount of \$40,000.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the receipt of State of California Department of Alcoholic Beverage Control grant funds in the amount of \$40,000 for Fiscal Year 2022-2023, and authorizes a supplemental appropriation in the grant amount of \$40,000 for FY 2022-2023 for use of the funds consistent with the terms and conditions of the grant.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Webber
City Clerk

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A - Department of Alcoholic Beverage Control Grant Agreement – Project Number 22-OTS106

SCO ID: 2100-22OTS106

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-OTS106

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Livermore through the Livermore Police Department

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

August 31, 2023

3. The maximum amount of this Agreement is:

\$40,000.00 Forty thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Livermore through the Livermore Police Department

CONTRACTOR BUSINESS ADDRESS

1110 S. Livermore Ave.

CITY

Livermore

STATE

CA

ZIP

94550

PRINTED NAME OF PERSON SIGNING

Marianna Marysheva

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both “On-Sale” and “Off-Sale” licensed establishments within the operation period of the grant.
- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at “Off-Sale” licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPAC - T) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

Holidays would be defined as Halloween (Oct 28-31), New Year’s Eve (Dec 31), St. Patrick’s Day (March 17), Cinco de Mayo (May 5), Memorial Day weekend (May 26-29) and 4th of July (July 4). In order to help reduce youth involved fatal and/or injury crashes, the dates for Holiday Enforcement operations coincide with NHTSA/OTS AVOID Campaign dates, which have been determined as holidays with an influx number of DUI crashes.

The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement.

In addition, contractor agrees to the following goals:

- Raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Establish and implement a coordinated effort between contractor and ABC, and acknowledges no operations will be conducted until after the contractor’s representative has completed training conducted by ABC.

- Issue press releases as follows:
 1. To announce the start of the program;
 2. At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy)
 3. At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
 4. At the conclusion of each IMPACT operation held
- Fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
- In all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Complete and submit bi-monthly reports, in a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:

On or before **January 15, 2023** (with results of operations October, November & December 2022)

On or before **March 15, 2023** (with results of operations January & February 2023)

On or before **May 16, 2023** (with results of operations March & April 2023)

On or before **July 15, 2023** (with results of operations May & June 2023)

On or before **September 15, 2023** (with results of operations July & August 2023)
- Submit an Executive Summary as part of the final report due on or before **September 15, 2023**. The summary shall contain the following:
 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project
 2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution
 3. Problems – describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.
 4. Results – describe the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.
 5. Disclaimer – The final report shall include the following: "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."
 6. Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2022 through August 31, 2023.

Project Representatives

The project representatives during the term of this agreement will be:

Livermore Police Department
Nathan Pearlman
1110 S. Livermore Ave.
Livermore, CA 94550
(925) 371-4764
npearlman@livermoreca.gov

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807
Diana.fouts-guter@abc.ca.gov

Direct all fiscal inquiries to:

Livermore Police Department
Robin Morris
1110 S. Livermore Ave.
Livermore, CA 94550
(925) 371-4718
rmorris@livermoreca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Fiscal Grant Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay bi-monthly for approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (22-OTS106) and must not exceed the contract total authorized amount of \$40,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- This agreement is for overtime compensation only.
- Payment shall be made in arrears within 45 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, October 1, 2022 and on or before the project termination date, August 31, 2023.
- Contractor understands any other costs incurred by contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of contractor.

Budget Contingency Clause

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this agreement and contractor shall not be obligated to perform any provisions of this agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to contractor to reflect the reduced amount.

Prompt Payment Clause

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
3. ASSIGNMENT: This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this agreement.
13. **COMPENSATION:** The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

Contractor Certifications: By signing this agreement, contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.6

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Resolution ratifying an agreement with the California State Library to accept a \$44,750 grant to be used to support the Livermore Public Library's English as a Second Language (ESL) programs and services, and approving appropriation of these funds during FY 2022-23.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution ratifying the agreement with the California State Library that authorizes the acceptance of \$44,750 in grant funds to be used by the Livermore Public Library for English as a Second Language (ESL) services, supplies, supports, and programs, and approving the appropriation authorizing the expenditure of the accepted funds in FY 2022-23.

SUMMARY

The California State Library has made funds available to libraries within the State for use in developing and supporting ESL programs and services. Of these available funds, the State determined that the City of Livermore was eligible to receive \$44,750.

The California State Library dictates that these funds should be distributed to recipient libraries and expended by the end of the fiscal year on June 30, 2023.

Due to the timing of the announcement of the availability of these funds and the State's request for the Library to submit their required agreement as soon as possible, staff reviewed and executed the agreement prior to City Council consideration with plans to seek ratification of the agreement. Ratification of the agreement is now required to formally accept the referenced grant funds.

As these funds were unanticipated, the City could not have entered these items into the budget at the beginning of the fiscal year; upon ratification of the executed agreement, the appropriation of these funds for expenditure during the current fiscal is required.

DISCUSSION

The Livermore Public Library's strategic objectives state that the Library will promote literacy in all its forms to help people fulfill their life goals and be more active and engaged community members; will affirm equity and inclusion by reflecting the diverse local community in staffing, materials, and services offered; and will enable all community members to participate in and benefit from library services by increasing their awareness of and accessibility to these resources. Efforts to support English learners are among the most important activities of the Library and they meet all three strategic objectives.

Accepting grants from the California State Library is a logical undertaking in that it allows the Livermore Public Library to be more and do more for community members who have taken the first step to improve their personal outcomes.

In addition to covering the salaries and benefits of those employees directly working with and supporting English learners and tutors, funds will be used for supplies, guides, materials, and learning supports. Funds will also be used for an online database that will help manage, support, and assist learners and their assigned tutors, while also measuring the impact of the combined efforts.

FISCAL AND ADMINISTRATIVE IMPACTS

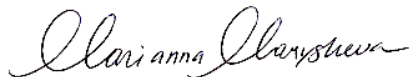
Of the \$44,750 in proposed grant funds, \$30,000 has been designated to cover salary and benefits of those staff supporting ESL efforts; the Library plans for these funds to specifically be used to cover the wages of a not yet hired Special Projects Coordinator who will be providing direct support to the Library's Literacy Coordinator and Literacy program. These efforts include direct support to English learners, tutor trainings, and statistical/database tracking. There is no funding match or maintenance of effort required by this grant agreement.

ATTACHMENTS

1. Resolution
2. Exhibit A - California State Library State Funded Grants Award Agreement and Certificate of Compliance

Prepared by: Allen McFarland
Administrative Assistant

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION RATIFYING AN AGREEMENT WITH THE
CALIFORNIA STATE LIBRARY TO ACCEPT A \$44,750 GRANT TO BE
USED TO SUPPORT THE LIVERMORE PUBLIC LIBRARY'S ENGLISH
AS A SECOND LANGUAGE (ESL) PROGRAMS AND SERVICES, AND
APPROVING APPROPRIATION OF THESE FUNDS DURING FISCAL
YEAR 2022-2023**

The California State Library has made funds available to libraries within the State for use in developing and supporting ESL programs and services. Of these available funds, the State determined that the City of Livermore was eligible to receive \$44,750.

The California State Library decided that these funds should be distributed to recipient libraries and expended by the end of the fiscal year, on June 30, 2023.

Due to the timing of the announcement of the availability of these funds and the State's request for the Library to submit their required agreement as soon as possible, staff reviewed and executed the agreement prior to City Council consideration with plans to seek ratification of the agreement. Ratification of the agreement is now required to formally accept the referenced grant funds.

As these funds were unanticipated, the City could not have entered these items into the budget at the beginning of the fiscal year; upon ratification of the executed agreement, the appropriation of these funds for expenditure during the current fiscal is required.

Receiving and utilizing these funds to improve literacy programs and services, and improve outcomes for our community members, who are non-English speakers, promotes growth and acceptance and is directly in alignment with the Library's strategic objective to promote literacy in all its forms to help people fulfill their life goals and be more active and engaged community members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore as follows:

1. The City Council ratifies the City's acceptance of \$44,750 in grant funds from the California State Library, attached hereto as Exhibit A, to be used by the Livermore Public Library for English as a Second Language (ESL) services, supplies, supports, and programs.
2. The City Council of the City of Livermore approves the appropriation authorizing the expenditure of the accepted funds during fiscal year 2022-2023.

3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – California State Library State Funded Grants Award Agreement and Certificate of Compliance



26 August 2022

Anwan D. Baker
Livermore Public Library
1188 S. Livermore Ave.
Livermore, CA 94550

Dear Mr. Anwan D. Baker,

We're pleased to provide funds to support your English as a Second Language program and the important work that you, your California Library Literacy Services program, your staff, and your volunteers do in your community.

In 2021-2022, the state budget included one-time California Library Literacy Services funding at \$15 million for English as Second Language Services. These funds will be allocated over a five-year period. This award letter covers Round II of funding, between July 1, 2022, and June 30, 2023.

Your total award for the portion of the 2022-2023 fiscal year beginning July 1, 2022, is:

- **Total Award: \$44,750**

Your funds must be fully expended by June 30, 2023, in accordance with your approved budget on file with the State Library.

Please be sure your program expenditures are consistent with the [California Library Literacy Services allowable and unallowable costs guide](https://libraryliteracy.org/wp-content/uploads/2022/08/CLLS-Allowable-and-Unallowable-Expenses-August-2022.pdf) (https://libraryliteracy.org/wp-content/uploads/2022/08/CLLS-Allowable-and-Unallowable-Expenses-August-2022.pdf). If you have any questions about expending your funds, please reach out to Allyson Jeffredo at Allyson.Jeffredo@library.ca.gov.

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium, and participate in library literacy training opportunities offered by the State Library and the regional networks to meet the [CLLS Mission, Values, and Program Essentials](https://libraryliteracy.org/for-coordinators/mission-values/) (https://libraryliteracy.org/for-coordinators/mission-values/).

The payment process begins when we receive your completed and signed budget modification form (if needed), claim form, certification forms and State Funded Grants Award Agreement and Certificate of Compliance (attached). All forms should be completed and signed using DocuSign to be processed for payment.

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

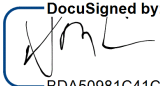
916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov



Our library literacy staff is available to assist you throughout the year. Your Advisor is Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov, and your Grant Monitor is Allyson Jeffredo, Allyson.Jeffredo@library.ca.gov. Please contact them with any questions.

Thank you for your willingness to do so much for those in need. Best wishes for a successful year.

Respectfully yours,

DocuSigned by:

BDA50981C41C416...

Greg Lucas
California State Librarian

Cc: Beverly Schwartzberg, beverly.schwartzberg@library.ca.gov
Allyson Jeffredo, allyson.jeffredo@library.ca.gov
Fiscal Office, stategrants.fiscal@library.ca.gov
Carey Jones, cjones@livermore.lib.ca.us

Enc: Re: ESL21-2-18: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

*Livermore Public Library***THE BASICS – YOUR GRANT AWARD**

The following provides all the basic information about your grant and managing your grant.

Award #:	ESL21-2-18
Library:	Livermore Public Library
Award Amount:	\$44,750

APPROVED BUDGET

Salary and Benefits	\$30,000
Contract Staff	\$ 0
Operations	\$7,500
Library Literacy Materials	\$7,250
Small Equipment	\$ 0
Equipment (\$5,000 or more per unit)	\$ 0
Subtotal	\$44,750
Indirect	\$ 0
Grant Total	\$44,750

Start Date:	Upon execution
End Date:	June 30, 2023
Please understand that it can take from eight to ten weeks following the receipt of an error free claim form before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.	

CONTACT

We want your project to be successful. Please work with the program staff listed below in implementing your project:

Literacy Analyst:	Allyson Jeffredo
Phone Number:	(916) 603-6709
Email Address:	allyson.jeffredo@library.ca.gov
Library Programs Consultant:	Beverly Schwartzberg
Phone Number:	(916) 701-6880
Email Address:	beverly.schwartzberg@library.ca.gov

*Livermore Public Library***CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that the claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

The claims the indicated allowance for the purposes of carrying out the functions stated in its CLLS application and in Sections 18880-18883 of the California Education Code.

Livermore Public Library, 1188 S Livermore Ave, Livermore, CA 94550-9315

SIGNED

DocuSigned by:
Tina Olson
FFAEDE3C0653494

Signature - Authorized representative

DATE

10/24/2022

Tina Olson

Administrative Services Director

Typed/Printed Name and Title of Authorized Representative

tbolson@livermoreCA.gov

Email address of authorized representative

Livermore Public Library

PROJECT INFORMATION:

Invoice #: ESL21-2-18

Project Title: English as a Second Language Services

Grantee: Livermore Public Library

Funding Start Date: Upon execution

Term completion: June 30, 2023

*Livermore Public Library***Total Award: \$44,750****PAYMENT SCHEDULE:**

Libraries receive 100% of their English as a Second Language Services award upon receipt of the award letter.

Note:

Libraries have 18 months to spend their English as a Second Language Services award funds, from July 1, 2022 in which the funds are awarded until December 30, 2023 of the following year.

	English as a Second Language Service	Total Allocation
Total:	\$44,750	\$44,750

REPORTING:

Libraries will be required to submit a mid-year financial and narrative report and a final report. Reminder emails will be sent out beginning six weeks before the required report.

All required reporting materials will be located on the California State Library's website. The reporting schedule is detailed below.

Mid-year Financial and Narrative Report	Due January 31, 2023
Final Report	Due September 30, 2023

Note:

A budget modification form will be required for all budget changes regardless of amount. Modification form may be submitted throughout the year but no later than May 31st.



STATE FUNDED GRANTS **AWARD AGREEMENT AND CERTIFICATE OF COMPLIANCE**



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PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Livermore Public Library for the English as a Second Language Services.

AWARD AGREEMENT NUMBER ESL21-2-18

This Award Agreement ("Agreement") is entered into on July 1, 2022 by and between the California State Library ("State Library") and Livermore Public Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded English as a Second Language Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$44,750 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins July 1, 2022 and ends June 30, 2023, but the project's final expenditure date is December 31, 2023. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project's final encumbrance period ends on June 30, 2023 and all eligible program costs must be expended by December 31, 2023.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the English as a Second Language Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The Grantee shall request the distribution of grant funding consistent with its proposal and

the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July - December	Financial and Mid Project Program Narrative Report Due	January 31, 2023
January – Project End Date	Final Report Due	September 30, 2023

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outline in this

document have been met, and only for those activities and costs specified in the approved award application.

2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.
7. **Prompt Payment Clause**
The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, *et. seq.* The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.
8. **Budget Contingency Clause**
 - a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other

considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.

- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Statewide Broadband Services Program.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
 - d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
 - e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.
3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.
4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.
5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.
7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after the final payment, or grant term end date,

whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Livermore Public Library
Anwan D. Baker
1188 S. Livermore Ave.
Livermore, 94550
adbaker@livermore.lib.ca.us
(925) 373-5515

California State Library
Allyson Jeffredo
900 N Street
Sacramento, CA 95814
allyson.jeffredo@library.ca.gov
916-603-6709

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either

directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.

12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, *et seq.*) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final. Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.
15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 *et seq.*) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace.
- 2) The Grantee's policy of maintaining a drug-free workplace;
- 3) Any available counseling, rehabilitation and employee assistance programs.
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Require that every employee who works on the Agreement will:

- 1) Receive a copy of the Grantee's drug-free workplace policy statement.
- 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.

21. Failure to Perform: The grant being utilized by the Grantee is to benefit the English as a Second Language Services. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.

22. Federal and State Taxes: The State Library shall not:

- a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
- b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
- c. Withhold Federal or State income taxes from Grantee's payments

Grantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.

23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.

26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement.

The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.

28. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
- a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper use of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.
32. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all

claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:
- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
 - b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$44,750 and shall be expended/encumbered in the designated award period.
- During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.
35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.
36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure

that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. Notices: All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:
- a. **Electronic Mail (E-mail)**: When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - b. **DocuSign (e-signature platform)**: When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - c. **Grants Management System**: When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
 - d. **Personally**: When delivered personally to the recipient's physical address as stated in this Agreement.
 - e. **U.S. Mail**: Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.
38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of

this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.
- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports

and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.

- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.
40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.
41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.
42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.
43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, *et. seq.*
44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.
45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, *et. seq.* This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected

during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.
- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
 - b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are

due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.

- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$44,750 upon execution of the agreement and submission of claim by the grantee organization.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.

55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.

56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement.

Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.

57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$44,750. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 *et. seq.*)

- 8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

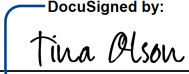
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430 (e)).

- 9. LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).
- 10. AMERICANS WITH DISABILITIES ACT:** Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et. seq.*)
- 11. RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 12. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.
- 13. DRUG FREE WORKPLACE:**

 - a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
 - b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.
- 14. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.
- 15. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

Certification

ORGANIZATION	
Name: City of Livermore	Address (official and complete): 1052 South Livermore Ave Livermore, CA 94550
PROJECT COORDINATOR	
Name: Anwan Baker	
Email: adbaker@livermoreca.gov	Phone: 9253735515
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Tina Olson	Title: Administrative Services Director
Email: tbo1son@livermoreCA.gov	Phone: 9259604304
Signature:  EFAEDE3C0653494...	Date: 10/24/2022



Authorized Representative Signature

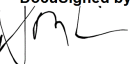
ORGANIZATION	
Name: city of Livermore	Address (official and complete): 1052 South Livermore Livermore, CA 94550
AUTHORIZED REPRESENTATIVE	
Signature: DocuSigned by: 	Date: 10/24/2022
Printed Name of Person Signing: EFAEDE3C0633494... Tina Olson	Title: Administrative Services Director
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature: DocuSigned by: 	Date: 9/19/2022
Printed Name of Person Signing: BDA50981C41C416... Greg Lucas	Title: California State Librarian



EXHIBIT B: STATE REIMBURSABLE TRAVEL EXPENSES

Rates are subject to change per State of California, Department of Human Resources
 Please Check State of California, Department of Human Resources Website for
 updated expenses:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Mileage: Rate subject to change	\$0.56 per mile – approved business/travel expense
Meals: Receipts are required	\$7.00 – Breakfast \$11.00 – Lunch \$23.00 – Dinner \$5.00 - Incidentals

Meals Note: Lunch can only be claimed if travel is more than 24 hours. Incidental charge may be claimed once for every 24-hour period and should cover incidental expenses, such as but not limited to, tip, baggage handling, etc.

Hotel: Receipts are required and MUST have a zero balance.	\$ 90.00 plus tax for all counties/cities not listed below \$ 95.00 plus tax for Napa, Riverside, and Sacramento Counties \$ 110.00 plus tax for Marin County \$ 120.00 plus tax for Los Angeles, Orange, and Ventura Counties, and Edwards AFB. Excluding the city of Santa Monica \$ 125.00 plus tax for Monterey and San Diego Counties \$ 140.00 plus tax for Alameda, San Mateo and Santa Clara Counties \$ 150.00 plus tax for the City of Santa Monica \$ 250.00 plus tax for San Francisco County Out of State: Prior authorization must be obtained, as well as three print-out hotel quotes. Actual receipt must be included with authorization and additional quotes.
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Hotel Note: If the above approved reimbursable hotel rates cannot be secured, please contact your grant monitor to obtain an excess lodging form. This form must be approved prior to actual travel.

AIRLINE TICKETS: Itinerary and receipts are required	Actual reasonable fees pertaining to airline travel will be reimbursed. Business, First Class, or Early Bird Check-in fee is not an approved reimbursable expense.
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26 August 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814

CALIFORNIA STATE LIBRARY
California Library Literacy and English Acquisition Services

EXHIBIT A
FINANCIAL CLAIM
PAYMENT IN FULL

Grant Award #: ESL21-2-18 **Date:** 10/24/2022

Invoice #: ESL21-2-18-01 **PO #:** 5172

Payee Name: Livermore Public Library
 (Legal name of authorized agency to receive, disburse and account for funds*)

Complete Address: 1188 South Livermore Ave Livermore, CA 94550
 Street Address, City, State, Zip Code (Warrant will be mailed to this address)

Amount Claimed: \$44,750 **Type of Payment:**

Payable Upon Execution of Agreement ☐ PROGRESS

Grantee Name: Livermore Public Library ☐ FINAL
 (Name on Award Letter and Agreement) ☒ IN FULL

Project Title: English as a Second Language Services Grant ☐ AUGMENT

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By  DocuSigned by:
 EEADE3C0653494...
 (Signature of the Authorized Representative)

Tina Olson
 (Print Name)

Administrative Services Director
 (Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

If you are not using DocuSign electronic signature to submit your claim, please complete the following:

EMAIL A SCANNED COPY:
Stategrants.fiscal@library.ca.gov

MAIL ONE ORIGINAL SIGNATURE TO:
 California State Library
 Fiscal Office –State Funded Programs
 PO Box 942837
 Sacramento, CA 94237-0001

State of California, State Library Fiscal Office

ENY: 2021
 PURCHASING AUTHORITY NUMBER: CSL-6120
 COA: 5432000

ITEM NO: 6120-2131-0001, Chapter 240, Statutes of 2021
 REPORTING STRUCTURE: 61202000
 PROGRAM #: 5312

By  DocuSigned by:
 1081351365FD493...
 (State Library Representative)

Date 10/24/2022

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**EXHIBIT A****Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS**

tbolson@livermoreca.gov

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS**

tbolson@livermoreca.gov

SIGNATURE

DocuSigned by:

Tina Olson

EFAEDE3C0653494...

DATE

10/24/22

TELEPHONE (include area code)

9259604304

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

UNIT/SECTION

Admin/Accounting

MAILING ADDRESS

900 N Street

FAX**TELEPHONE** (include area code)

916-603-7157

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

EXHIBIT A**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.7

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolution authorizing the City Manager to execute a Letter of Intent with the Alameda County Fire Department to negotiate the terms of a proposal for ambulance services and/or emergency medical services in Alameda County.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing the City Manager to execute a letter of intent with the Alameda County Fire Department to negotiate the terms of a proposal for ambulance services and/or emergency medical services in Alameda County.

SUMMARY

The Alameda County Fire Department (ACFD) has notified agencies within Alameda County's Exclusive Operating Area (EOA) of its intent to bid on the next contract for 911 Emergency Medical Services (EMS) transport. The ACFD has also provided notice to cities within the EOA of the possibility for local involvement should ACFD be awarded the contract. Staff recommends authorizing the City Manager to execute a letter of intent to determine options, if any, for local involvement.

DISCUSSION

To submit a competitive bid in partnership with ACFD, in response to Alameda County's ambulance RFP in Spring/Summer 2023, the Fire Chiefs within the County recommend that the cities of Oakland, Hayward, Fremont, and Livermore-Pleasanton (represented by their Fire Department Joint Powers Authority) execute a letter of intent with ACFD. The Letter of Intent recommended in this report (Exhibit A to the Resolution) is based on the City of Hayward model, and it will enable the City of Livermore and the Livermore-Pleasanton Fire Department JPA to enter into negotiations with the Alameda County Fire Department to develop the commitments and obligations that meet the service delivery needs of our community. Other Alameda County fire agencies intend to use the same Letter of Intent to provide consistency throughout the county. This letter of intent provides the opportunity for the JPA to discuss

the needs of our communities and to have language included in the ACFD proposal that will address these needs.

The key elements of these negotiations will include, but will not be limited to:

1. Development of the countywide ambulance deployment model to be proposed in response to the Alameda County EMS Agency RFP, including identification of alternate transport locations
2. ACFD's plan for deploying ambulances within the Exclusive Operating Area (EOA), including system status management strategies and ambulance numbers, types, response times, and posting locations; this may include whether, to what extent, and on what terms the city or JPA will provide ambulance services as an ACFD subcontractor
3. The extent to which ACFD and the city or JPA will provide cross-jurisdictional automatic and mutual aid for first response advanced life support (FRALS) and/or ambulance services
4. In-kind contributions of and/or access to facilities necessary to implement the deployment model (e.g., locating ACFD's or its subcontractors' ambulance units within the City of Livermore and associated fees)
5. Staffing obligations and/or requirements of the JPA
6. Shared use of technology, including access and sharing of data across the agencies
7. Amounts and mechanisms for ACFD to recover city or JPA costs from payors, including administration fees to be charged by ACFD.

ACFD is proceeding with this model and intends to submit a proposal in response to the Alameda County RFP for ambulance services in Spring/Summer 2023. If the cities do not engage in these negotiations, there would be limited city input into the proposal and the terms and conditions of this model would be dictated exclusively by ACFD and its proposal. If negotiations are unsuccessful, there would be no obligation for a city to participate in the ultimate proposal, and the Alameda County EMS Agency would still be obligated to provide 911 ambulance response services to that community. However, the current service concerns and response time delays would likely continue.

A similar resolution has been presented for consideration to the City of Pleasanton Council on January 17, 2023. Action on this item is unknown at publishing time of this agenda. An update will be provided at the meeting. If authorized, the City Managers of Livermore and Pleasanton will execute the Letter of Intent both in their roles as City Manager and as Joint Executive Directors for the Livermore-Pleasanton Fire Department JPA. This will not impact each city's ability to set its own service levels.

The predicted timeline for this process is:

November 10, 2022	Proposals due for private partner with ACFD to submit for countywide ambulance proposal
January 2023	City Councils authorize execution of letters of intent
February 2023	Countywide ambulance RFP* released
April/May 2023	Countywide ambulance proposals (including possible ACFD partnership) due*; State approval required prior to Board of Supervisors award of contract
June/July 2023	Countywide ambulance award of contract*
July 2024	New ambulance vendor assumes responsibility

* All County RFP dates estimated and subject to change

FISCAL AND ADMINISTRATIVE IMPACTS

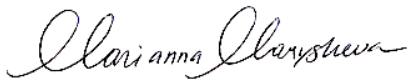
There are no fiscal impacts other than the staff time needed to negotiate with ACFD. Those negotiations will determine the eventual fiscal, in-kind, and/or staffing implications of the proposal for involvement. Once this proposal has been finalized, staff will share details of the proposal with the City Council and request authorization to enter into a formal memorandum of understanding or other agreement with ACFD if Livermore is to have a role and if ACFD is awarded the contract.

ATTACHMENTS

1. Resolution
2. Exhibit A - Letter of Intent
3. Correspondence from City Manager

Prepared by: Gina Eleccion
Business Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, ON
BEHALF OF AND FOR THE LIVERMORE-PLEASANTON FIRE
DEPARTMENT JOINT POWERS AUTHORITY, A LETTER OF INTENT WITH
THE ALAMEDA COUNTY FIRE DEPARTMENT TO NEGOTIATE THE TERMS
OF A PROPOSAL FOR AMBULANCE SERVICES AND/OR EMERGENCY
MEDICAL SERVICES IN ALAMEDA COUNTY**

In 2019, Alameda County, under their sole authority, awarded the contract for ambulance service within its Exclusive Operating Area, which includes Livermore, to Falck Northern California.

Falck Northern California has failed to meet contractual response time requirements in the Exclusive Operating Area, leading the Alameda County Fire Chiefs to consider other 911 ambulance service delivery models.

The Alameda County Fire Department is developing an ambulance service proposal in response to the upcoming Request for Proposals that will be issued by Alameda County in spring 2023.

The Alameda County Fire Department wishes to partner with other fire departments within Alameda County to develop a new model for ambulance services that will address current issues with response times and financial feasibility.

Upon finalizing the partnership model, staff will return to Council and present further details regarding the City of Livermore's involvement, if any, under this new model.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Livermore that it hereby authorizes the City Manager to execute, on behalf of and for the Livermore-Pleasanton Fire Department Joint Powers Authority (LPFD) in her capacity as a Joint Executive Director for LPFD, a Letter of Intent with the Alameda County Fire Department in substantially the same form as the letter attached to this resolution as Exhibit A, for the LPFD to negotiate the terms and conditions of a partnership model in response to the upcoming Request for Proposals that will be issued by Alameda County in Spring/Summer 2023.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

RESOLUTION NO. _____

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala

Jason Alcala
City Attorney

Exhibit A - Letter of Intent

RESOLUTION NO. _____

LETTER OF INTENT BETWEEN
THE ALAMEDA COUNTY FIRE DEPARTMENT AND THE LIVERMORE-PLEASANTON
FIRE DEPARTMENT JOINT POWERS AUTHORITY

This Letter of Intent (“LOI”) is made and entered into as of the Effective Date set forth below, by and between the Alameda County Fire Department (“ACFD”) and the Livermore-Pleasanton Fire Department (“LPFD”) Joint Powers Authority (each, a “Party” and collectively, the “Parties”).

This LOI is made with reference to the following facts and circumstances:

- A. The County of Alameda (“County”) has tentatively scheduled for release in February 2023, a request for proposals for emergency ambulance services and/or emergency medical services (“EMS”) within County’s exclusive operating area (“EOA”) with service to begin July 1, 2024 (the “Solicitation”).
- B. ACFD intends to submit a proposal (“the Proposal”) in response to the Solicitation.
- C. The Parties are engaged in informational discussions regarding the Proposal, as well as opportunities in connection with the Solicitation, the Proposal, and any resulting contract between County and ACFD, including but not limited to first response advanced life support (“FRALS”) services.
- D. The Parties have determined that working collectively and leveraging their diverse capabilities will enable ACFD to develop a competitive Proposal that meets or exceeds the Solicitation’s requirements, which neither of the Parties could accomplish on their own.

ACCORDINGLY, the Parties agree as follows:

- 1. ACFD’s Roles and Responsibilities. ACFD agrees to the following roles and responsibilities under this LOI:
 - a. Proposal Development. ACFD shall plan, develop, draft, and submit to County, the Proposal in accordance with the Solicitation’s specifications and requirements and applicable laws and regulations.
 - b. Consultation and Negotiations. ACFD shall consult and negotiate with the LPFD regarding the extent of LPFD’s participation in ACFD’s Proposal and resulting contract with County, if any, as ACFD’s subcontractor for related services, as well as the terms and conditions of any subcontracting arrangement between the Parties.
- 2. The LPFD’s Roles and Responsibilities. The LPFD agrees to the following roles and responsibilities under this LOI:
 - a. Proposal Development. The LPFD shall assist, as reasonably requested, ACFD to plan, develop, draft, and submit to County, the Proposal in

accordance with the Solicitation's specifications and requirements and applicable laws and regulations.

- b. Consultation and Negotiations. The LPFD shall consult and negotiate with ACFD regarding the extent of the LPFD's participation in ACFD's Proposal and resulting contract with County, if any, as ACFD's subcontractor for related services, as well as the terms and conditions of any subcontracting arrangement between the Parties.
 - c. Cooperation with ACFD Subcontractors and Consultants. The LPFD shall cooperate with subcontractors and consultants retained by ACFD to assist with the development of the Proposal and negotiation of a resulting contract with County, if any.
- 3. Subjects for Consultation and Negotiations. The subjects that the Parties shall consult on, and negotiate over, include but are not limited to the following:
 - a. Service Integration. The integration of FRALS and ambulance services into a unified incident response system within the EOA.
 - b. FRALS. The City of Livermore and LPFD's provision of FRALS and associated fees.
 - c. Ambulance Stations. Locating ACFD's or its subcontractors' ambulance units within the City of Pleasanton facilities and associated fees.
 - d. Ambulance Deployment Plan. ACFD's plan for deploying ambulances within the EOA, including system status management strategies and ambulance numbers, types, response times, and posting locations.
 - e. LPFD Provision of Ambulance Services. Whether, to what extent, and on what terms, the LPFD will provide ambulance services as an ACFD subcontractor.
 - f. Automatic and Mutual Aid. The extent to which ACFD and the LPFD will provide cross-jurisdictional automatic and mutual aid for FRALS and/or ambulance services.
 - g. Cost Recovery. Amounts and mechanisms for ACFD to recover the City of Pleasanton's and/or LPFD's costs from payors, including administration fees to be charged by ACFD.
 - h. Personnel Matters. Relations between, and usage of, the firefighter and EMS personnel employed by ACFD, its subcontractors, and/or the LPFD.
- 4. No Obligation to Contract. This LOI shall not be construed as creating any legal obligation for any Party or their consultants, subcontractors, and agents to proceed with or enter into any transaction or agreement.

5. No Financial Obligation. This LOI does not obligate either party financially; it merely serves as a basis to identify the level of interest regarding the development and participation in ACFD's Proposal and resulting contract with County, if any, as ACFD's subcontractor for related services, as well as the terms and conditions of any subcontracting arrangement between the Parties.
6. Effective Date and Term.
 - a. The "Effective Date" of this LOI shall be the date of the last Party signature.
 - b. This LOI shall remain in effect through July 1, 2024, or the date when ACFD implements services under a contract with County for emergency ambulance services, whichever is later.
7. Termination. Either Party may terminate its participation in this LOI by providing 30 days' advance written notice of its termination to the other Party.
8. Independent Contractor Status It is understood and agreed that the Parties shall perform as independent contractors under this LOI and in respect to their relationships with each other and that they are not and shall not be deemed an employee, officer, or agent of the other Parties. It is further understood and agreed that the Parties, their officers, agents, and employees shall in no event be entitled to any benefits to which the employees of the other Parties are entitled, including, but not limited to, overtime, retirement, worker's compensation, and leave benefits.
9. Jurisdiction and Venue. The laws of the State of California shall govern the interpretation and performance of this LOI. Venue for any litigation relating to the formation, interpretation or performance of this LOI shall be in Alameda County.
10. Modification. This LOI may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this LOI.
11. Notice.
 - a. Any notices required hereunder shall be given, in writing, as follows:

If to ACFD, to:

William McDonald, Fire Chief
Alameda County Fire Department
Administration Office
6363 Clark Ave, Dublin CA 94568
Phone: 510-632-3473 or 925-833-3437
william.mcdonald@acgov.org

If to the LPFD, to:

Gerry Beaudin, Executive Director/City Manager
LPFD/City of Pleasanton
123 Main Street
Pleasanton, CA 94566
Phone: (925) 931-5002
GBeaudin@cityofpleasantonca.gov

and:

Marianna Marysheva, Executive Director/City Manager
LPFD/City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550
Phone: (925) 960-4040
mmarysheva@livermoreca.gov

- b. Notices shall be deemed given when received if by facsimile or by electronic means (if a record of receipt is kept by the sending party showing the date and time of receipt) or three (3) days following deposit in the United States Mail, postage prepaid, to the addressees set forth in subsection (a) above.
- 12. Authority to Execute. The individuals executing this LOI represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this LOI:

**ALAMEDA COUNTY FIRE
DEPARTMENT**

**LIVERMORE-PLEASANTON FIRE
DEPARTMENT JOINT POWERS
AUTHORITY**

William McDonald, Fire Chief Date

Gerry Beaudin, Executive Director Date

Marianna Marysheva, Executive Director Date

Joseph Testa, Fire Chief Date

Approved as to form:

Approved as to Form and Procedure:

Counsel for Alameda County Fire Department

Daniel Sodergren, City Attorney/LPFD Counsel

From: Marianna Marysheva <mmarysheva@livermoreca.gov>

Sent: Friday, January 20, 2023 9:56:56 AM

Cc: Christine Martin <cnmartin@LivermoreCA.gov>; Jason Alcala <jralcala@LivermoreCA.gov>; Testa, Joe <jtesta@lpfire.org>; Stephanie Egidio <slegidio@LivermoreCA.gov>; Marie Weber <mcweber@LivermoreCA.gov>

Subject: 1/23 agenda item to enter into a discussion with Alameda County Fire on their potential bid on ambulance services

Honorable Mayor and City Council members -

Included on your January 23rd City Council agenda (consent calendar) is a request to authorize the City Manager (as the Co-Executive Director of Livermore-Pleasanton Fire Department) to enter into a discussion, alongside other cities in Alameda County, with Alameda County Fire as the agency contemplates bidding on a contract to provide County-wide ambulance services (with the contract awarded and administered by the Alameda County Emergency Medical Services).

As I discussed with you previously (and I am available for further discussion during our agenda review meetings on Monday), there could be different ways in which individual fire departments in the County could possibly participate with Alameda County Fire in their bid for ambulance services. The participation could be as simple as providing space for the ambulance vehicles and drivers to potentially purchasing vehicles and, in some cases, providing staffing. The Letter of Intent on the agenda does not authorize any actions, it simply allows the City Manager to enter into a discussion with Alameda County Fire. As these discussions proceed, Fire Chief Testa and I (with guidance from our City Attorney) will bring updates to you, and of course any ultimate recommendations.

For awareness and additional background, I wanted to share with you the exchange below, between Chief Testa and a reporter at the Pleasanton Weekly, regarding this subject. The Pleasanton City Council authorized their City Manager to enter into the Letter of Intent at their last meeting on January 17.

Please reach out if you have any questions. Thank you.

Marianna Marysheva
City Manager | City of Livermore
1052 South Livermore Avenue, Livermore, CA 94550
(925) 960-4040
mmarysheva@livermoreca.gov

From: Testa, Joe <JTesta@lpfire.org>

Sent: Friday, January 20, 2023 9:36 AM

To: Christian Trujano <ctrujano@embarcaderomediagroup.com>

Cc: Testa, Joe <JTesta@lpfire.org>

Subject: RE: Pleasanton Weekly - Alameda County Bid for EMS transportation contract questions

Hi Christian,

I hope you are doing well also.

Many cities in Alameda County are provided 911-ambulance services under the authority and contract award of Alameda County. This includes Livermore and Pleasanton which are a part of the County's Exclusive Operating Area (EOA). A few cities, like Berkeley and Alameda are not part of the EOA and are not subject to County control for 911-ambulance transport. The Alameda County Fire Department plans to bid the EOA when the Request for Proposal (RFP) is released this year. The current contractor, Falck, has the contract through mid-2024. The Letter of Intent, which was

approved by the Pleasanton City Council on 1/17/23 and goes before the Livermore City Council on 1/23/23, gives the Livermore-Pleasanton Fire Department JPA the authority to discuss with the Alameda County Fire Department whether there are ways that we can partner in providing 911-EMS services should they be awarded the bid. I do not anticipate Alameda County to break-up their EOA allowing cities to bid for services. As such, the LPPD JPA and the cities of Livermore and Pleasanton are not preparing to respond to the RFP.

The communities of Livermore and Pleasanton have experienced delays in ambulance response times and instances where no ambulances were available under the current contract. In addition to working with the Alameda County Fire Department to see if there are ways we can partner in the future contract, we are also working right now with Falck to see if there are ways we can partner in the current contract to improve services.

Please note the distinction between Alameda County and the Alameda County Fire Department. The Board of Supervisors awards the contract for services. The primary day-to-day governing body for the contract is Alameda County Emergency Medical Services which falls within the Alameda County Health Department. Alameda County Fire Department is a separate Department that provides service to unincorporated Alameda County and multiple other jurisdictions through contract.

Thanks & Happy Friday!

Joe Testa, Fire Chief
Livermore-Pleasanton Fire Department
3560 Nevada Street
Pleasanton, CA 94566
(925) 998-1200

"Providing exceptional public safety services that enhance the quality of life in our communities by protecting life, property and the environment."

From: Christian Trujano <ctrujano@embarcaderomediagroup.com>

Sent: Thursday, January 19, 2023 4:17 PM

To: Testa, Joe <JTesta@lpfire.org>

Subject: Pleasanton Weekly - Alameda County Bid for EMS transportation contract questions

Hi Joe,

Christian here from the Pleasanton Weekly, hope you are doing well.

I'm reaching out because I was hoping you could speak with me regarding this story I'm writing about Livermore and Pleasanton's plan to execute a letter of intent with ACFD to negotiate the terms of a bid for ambulance services and/or emergency medical services in the county.

I mainly wanted to get your overall comments and thoughts about the intent to work with the county to negotiate EMS services but I more specifically wanted to see if you could touch on the pasat issue with the current for profit EMS provider, Falck, and why LPFD wants to contract their own services.

An emailed statement should suffice but I am also more than happy to have a phone conversation, thank you for your time and hope to hear from you soon.

Best Regards,
Christian Trujano
Reporter -- Embarcadero Media, East Bay Division
Pleasanton Weekly, DanvilleSanRamon.com, LivermoreVine.com
email: ctrujano@embarcaderopublishing.com
Phone: 408-886-8917

Click [here](#) to report this email as spam.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.8

DATE: January 23, 2023

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

SUMMARY

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361") into law, allowing the City's legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. AB 361 further requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees. AB 361 requires reauthorization every 30 days.

DISCUSSION

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has now spread throughout the world.

On March 1, 2020, the Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid

- region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency. The local emergency was ratified by City Council and continued every 30 days into 2022, where the emergency was terminated by Council in April 2022, then reinstated in May 2022 (Reso. No. 2022-077) and continued in June 2022 (Reso. No. 2022-099). The local emergency terminated thirty days thereafter, as it was not renewed.

However, the state continues its COVID-19 emergency response and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of, the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Based on the above, staff recommends the City Council adopt a resolution reauthorizing teleconference or hybrid meetings of the City's legislative bodies in accordance with AB 361.

FISCAL AND ADMINISTRATIVE IMPACTS

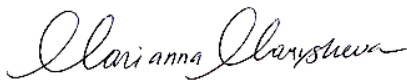
There are no fiscal or administrative impacts associated with the resolution.

ATTACHMENTS

1. Resolution

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION REAUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR
THE CITY OF LIVERMORE'S LEGISLATIVE BODIES IN ACCORDANCE
WITH ASSEMBLY BILL 361, INCLUDING HYBRID**

An outbreak of coronavirus disease in 2019 (COVID-19) caused by the novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China, in December 2019, and spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Human Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a national state of emergency in response to the spread of COVID-19 within the United States of America.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID-19 levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID-19 cases and hospitalizations.

On May 20, 2022, the Director of Emergency Services declared a local emergency. The declaration was based on the Alameda County Department of Health's guidance issued on May 13, 2022, and the increase of positive cases among Livermore residents and City of Livermore staff.

On May 23, June 13, and July 11, 2022, the City Council adopted resolutions ratifying the declaration of local emergency and to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Reso. Nos. 2022-077, 2022-099, and 2022-121).

On September 12, October 10, October 24, November 14, and December 12, 2022, and January 9, 2023, the City Council adopted a resolution to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Resolution Nos. 2022-153, 2022-167, 2022-175, 2022-185, 2022-217, and 2023-001).

The State continues its COVID-19 emergency response, and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Alameda County continues to align its response to the State and strongly encourages COVID-19 safety precautions, including masking indoors.

On October 17, 2022, Governor Newsom issued a press release announcing his intent to end the COVID-19 State of Emergency on February 28, 2023, and that he has charting a path to phase out his executive orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby finds that conditions warrant reauthorization of remote or hybrid teleconference meetings for the City of Livermore's legislative bodies in accordance with Assembly Bill 361 due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

2. The City Council has determined that COVID-19 continues to impact the ability of the City of Livermore's legislative bodies to meet safely in person with no teleconference option. In-person meetings of the City of Livermore's legislative bodies with no teleconference option might present imminent risks to the health or safety of some or all attendees.

3. The staff and legislative bodies of the City of Livermore are hereby reauthorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for fully teleconferenced meetings, or hybrid meetings that accommodate both in person and teleconference participation by the legislative body members, staff, and the public.

4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of February 22, 2023, or such time the City Council makes subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Livermore may continue to teleconference without compliance with Government Code section 54953(b)(3).

5. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The City Council would have passed this Resolution and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases thereof be held invalid.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 23, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala
Jason R. Alcala
City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 10.1

DATE: January 23, 2023
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Materials Received at the meeting

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

A handwritten signature in cursive script, reading "Marianna Marysheva".

Marianna Marysheva
City Manager

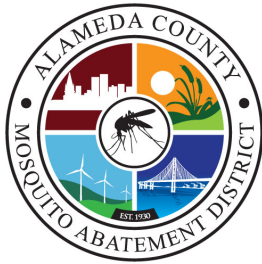
Fiscal Review by:

A handwritten signature in cursive script, reading "Tina Olson".

Tina Olson
Administrative Services Director

Alameda County Mosquito Abatement District

City of Livermore 2023 update



Ryan Clausnitzer, MPA, REHS
General Manager

www.mosquitoes.org

1.23.2023

1

Overview

- Formation & authority of Alameda County MAD
- Organization & funding
- Mosquitoes of Alameda County and where they grow
- Integrated vector management
 - Requests for service from the public
 - Community engagement & research
 - Monitoring and reporting mosquito abundance
 - Current mosquito control practices
 - Upcoming technologies



2

Tax-funded mosquito control in SF Bay Area because of...



Aedes dorsalis



Aedes squamiger



3

120 years ago

Civic, scientific, and business leaders organized mosquito districts



Eliza A. Neale, the first President, served for 12 years

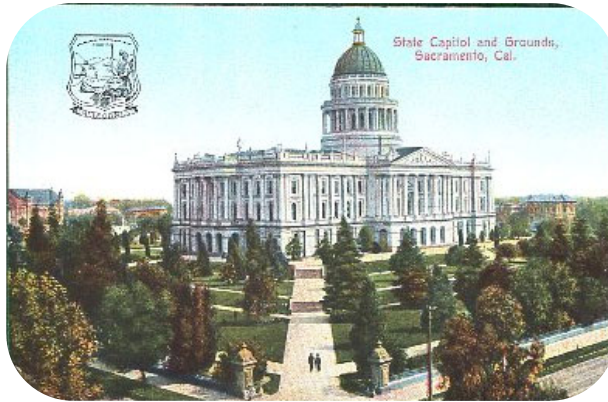
Women in the San Rafael Improvement Club were foundational in organizing their mosquito control district during 1902



4

107 years ago:

1915 Mosquito Abatement Act of California



Governor Hiram Johnson



5

1915 Mosquito Abatement Act of California

Authorized government agencies to “Take any and all necessary or proper actions to prevent the occurrence of vectors and vectorborne diseases.”

- o Gave power to tax, form boards, and abate (impose fines for mosquito control)

California Health and Safety Code

2063. In addition to abating the public nuisance and taking any necessary actions to prevent the recurrence of the public nuisance, a board of trustees may impose a civil penalty on the owner of the property for failure to comply with the requirements of Section 2061. The civil penalty may not exceed one thousand dollars (\$1,000) per day for each day that the owner of the property fails to comply with the district's requirements.

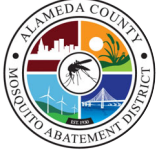


We have never charged or fined

6

Independent Special District of Alameda County
MAD was formed 92 years ago

Farm tractors repurposed by civil engineers to modify marsh habitat and limit mosquito growth


7

ACMAD Board of Trustees

14 appointed by their City Council + 1 County-at-Large Trustee

		
Shawn Kumagai Dublin	Victor Aguilar, President San Leandro	Cathy Roache, Vice-President County-at-Large
		
Dr. Robert Beatty Berkeley	Tyler Savage Alameda	Robin Lopez Albany
		
Elsa Márquez Hayward	Steven Cox Livermore	Dr. Jan O. Washburn Oakland
		
Subru Bhat, President Union City	Courtney Welch Emeryville	George Young Fremont
		
Eric Hentschke Newark	Valerie Arkin Pleasanton	Hope Salzer Piedmont



8

STRATEGIC PLAN

2021-2023

ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT

**ENSURE ACMAD HAS THE TRAINING, EQUIPMENT, PERSONNEL,
PARTNERSHIPS, AND FINANCIAL SUPPORT TO LIMIT THE
INTRODUCTION OF INVASIVE AEDES MOSQUITOES**

**LEVERAGE ACMAD ASSETS TOWARDS EFFICIENT APPROACHES
TO MOSQUITO CONTROL**

**EMPLOY THE BEST PRACTICES FOR MOSQUITO CONTROL
DISTRICTS AND LOCAL GOVERNMENTS**

9

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
CSA ST LIGHTING	510-670-5212	21.80
CV SAN SEWER SVC	510-537-0757	439.00
MOSQ MSR K 1982	800-273-5167	1.74
CSA PARAMEDIC	925-867-3400	35.00
VEC CNTRL MSR A 84	800-273-5167	5.92
PARAMEDIC SUPPLMNT	925-867-3400	18.54
ALA CO CLEAN WATER	510-670-5212	7.10
HAYWARD USD MAINT	800-273-5167	28.00
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 2	510-670-5212	26.66
HAZ WASTE PROGRAM	800-273-5167	6.64
VECTOR CNTRL ASMT	800-273-5167	5.08
MOSQUITO ASMT 2008	800-273-5167	2.50
AC TRANSIT MEAS VV	800-273-5167	96.00
* HUSD MSR A 2017	844-332-0549	88.00
* EAST BAY TRAIL LLD	888-512-0316	5.44
HARD - PARK MAINT	510-881-6727	28.54

Funding mosquito control

interest earned

OPEB

special tax & benefit assessment

\$4.9 million

ad valorem property tax

0.0009% of assessed property value

10

18 full-time employees
with 2-5 seasonal
employees and/or
interns



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

Alameda County Mosquito Abatement
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

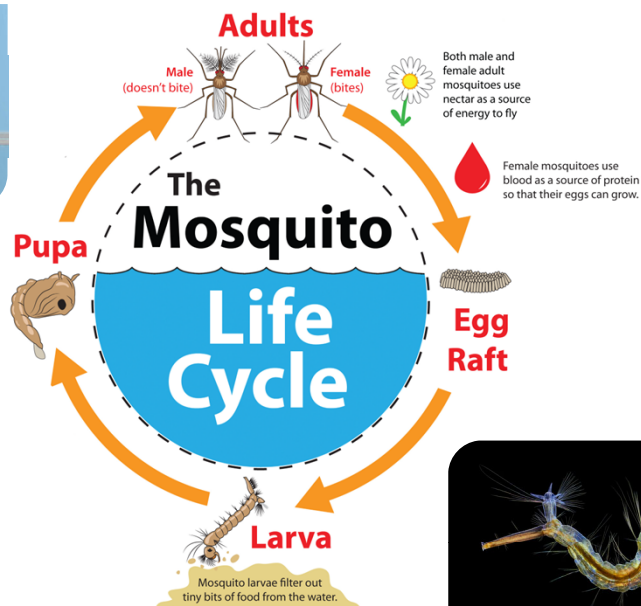


	Budget 22/23	Year to year % budget change	Budget 21/22	Actual 2021	A vs B	Budget 2021
REVENUES						
Ad Valorem Property Taxes	\$ 2,755,387	7%	\$ 2,580,814	\$ 2,624,188	14%	\$ 2,300,000
Special Tax & Benefit Assessment	\$ 1,981,814	0%	\$ 1,981,959	\$ 1,962,192	8%	\$ 1,821,600
Interest earned (restricted fund interest NOT included as revenue)	\$ 20,000	-33%	\$ 30,000	\$ 19,208	-36%	\$ 30,000
Sale of Property and Equipment & Misc.	\$ 2,500	-50%	\$ 5,000	\$ 1,038	-79%	\$ 5,000
Reimburse Retiree Health Benefits and fees from OPEB	\$ 140,946	-16%	\$ 168,091	\$ 163,355	-1%	\$ 164,913
Total Revenue	\$ 4,900,658	3%	\$ 4,765,864	\$ 4,769,891	10%	\$ 4,321,513
EXPENDITURES						
Salaries (including deferred comp.)	\$ 2,371,703	6%	\$ 2,236,282	\$ 2,037,043	-4%	\$ 2,116,177
CalPERS Retirement	\$ 534,559	13%	\$ 473,650	\$ 423,110	0%	\$ 423,350
Medicare & Social Security	\$ 38,763	17%	\$ 33,982	\$ 27,867	-11%	\$ 31,278
Fringe Benefits	\$ 564,969	-3%	\$ 579,596	\$ 502,898	-5%	\$ 527,031
Total Salaries, Retirement, & Benefits (pgs. 2,3)	\$ 3,509,995	6%	\$ 3,322,891	\$ 2,990,918	-3%	\$ 3,097,836
Service & Supplies (Clothing & Personal supplies)	\$ 9,000	-10%	\$ 10,000	\$ 4,859	-51%	\$ 10,000
Service & Supplies (Laundry services & supplies)	\$ 13,000	-13%	\$ 15,000	\$ 9,125	-39%	\$ 15,000
Utilities	\$ 21,700	28%	\$ 17,000	\$ 15,422	29%	\$ 12,000
Small tools and instruments	\$ 3,000	0%	\$ 3,000	\$ 2,189	-27%	\$ 3,000
Maintenance (Landscaping & Facility)	\$ 30,000	-14%	\$ 35,000	\$ 20,262	-19%	\$ 25,000
Maintenance (Equipment)	\$ 30,000	-14%	\$ 35,000	\$ 22,290	-36%	\$ 35,000
Transportation, travel, training, & board	\$ 119,840	-6%	\$ 127,630	\$ 74,653	-39%	\$ 122,400
Professional services	\$ 152,200	-25%	\$ 203,450	\$ 91,623	-48%	\$ 176,200
Memberships, dues, & insurance	\$ 37,000	54%	\$ 24,000	\$ 22,906	-2%	\$ 23,337
Insurance - VC/JPA & EAP	\$ 179,436	19%	\$ 150,611	\$ 141,650	3%	\$ 137,524
Community education	\$ 55,000	39%	\$ 39,500	\$ 26,317	-32%	\$ 38,575
Operations	\$ 227,500	-5%	\$ 239,000	\$ 223,362	-7%	\$ 241,000
Household expenses	\$ 19,950	15%	\$ 17,350	\$ 15,881	-5%	\$ 16,750
Office expenses	\$ 12,000	0%	\$ 12,000	\$ 9,748	-19%	\$ 12,000
Information Technology/ Communication	\$ 107,400	-4%	\$ 112,400	\$ 71,771	-36%	\$ 111,400
Laboratory	\$ 132,500	-6%	\$ 144,000	\$ 64,136	-54%	\$ 139,000
Total Staff Budget (pg. 4)	\$ 1,149,526	-3%	\$ 1,184,941	\$ 816,194	-27%	\$ 1,118,186
Contingency	\$ 46,000	-6%	\$ 50,000	\$ -	-	\$ 50,000
Total Expenditures	\$ 4,705,521	3%	\$ 4,557,832	\$ 3,807,112	-11%	\$ 4,266,022
SURPLUS (DEFICIT)	\$ 195,136		\$ 208,032	\$ 962,869		\$ 55,491
CASH CARRIED OVER (pg. 5)	\$ 882,264		\$ 1,530,673			\$ 161,656
SURPLUS (DEFICIT) AFTER OPERATIONAL CASH NEEDS	\$ 1,077,400		\$ 1,738,705			\$ 217,147
RESERVE ACCOUNT ALLOCATIONS						
VC/JPA Contingency Fund	\$ (43,103)		\$ -			\$ -
PARS: Pension Rate Stabilization	\$ 269,350		\$ 434,676			\$ -
CAMP: Public Health Emergency	\$ (26,732)		\$ -			\$ -
CAMP: Repair and Replace (pg. 6)	\$ 537,912		\$ 1,311,625			\$ 314,315
CAMP: Operating reserve	\$ -		\$ -			\$ (25,000)
CAMP: Capital reserve	\$ 339,974		\$ (7,596)			\$ (72,188)
Total reserve allocations (pg. 7)	\$ 1,077,400		\$ 1,738,705			\$ 217,147
SURPLUS (DEFICIT) AFTER RESERVE ALLOCATIONS	\$ -		\$ -			\$ -

11



Obligate aquatic
phase of mosquito
life cycle



12

only female mosquitoes bite

males have feathery antenna

female antenna are thinner



adapted from www.theverge.com/



13

Mosquito producing habitats in Alameda County

Native mosquitoes



Salt marsh



Tule marsh



Unmaintained swimming pools



Storm water canals



Creeks and seepages



Ornamental ponds



14

Mosquito producing habitats of concern

Invasive mosquitoes



Grow in very small amount of water



Tires



Utility vaults



Plant saucers



Bromeliad plants



15

Arboviruses spread by mosquitoes in CA

Type of Mosquito	Viruses spread	Biting habits
invasive <i>Aedes</i>  <i>Aedes aegypti</i>, <i>Aedes albopictus</i>	Dengue, Zika, Yellow fever, Chikungunya	Primarily daytime, but can also bite at night
 <i>Culex</i> species native to CA	WNV, SLEV	Evening to morning





16

Integrated mosquito management

- Data and institutional knowledge used to enact effective & sustainable mosquito control
- Proactive and responsive actions



17

Maintain water circulation channels in marsh habitats



18

Mosquito fish: *Gambusia affinis*



- We deliver them for free
- Love to eat mosquito larvae!
- Relatively small
 - 1.5 – 3 inches
- Live in shallow fresh water
- Can live in low oxygen water
 - Small ornamental ponds



19

Controlling mosquito larvae



Insect-specific toxin from
bacteria

Bacillus thuringiensis israelensis (Bti)

Insect growth
hormone

Methoprene

Surfactant

BVA-2



20

Larvicide application methods



21

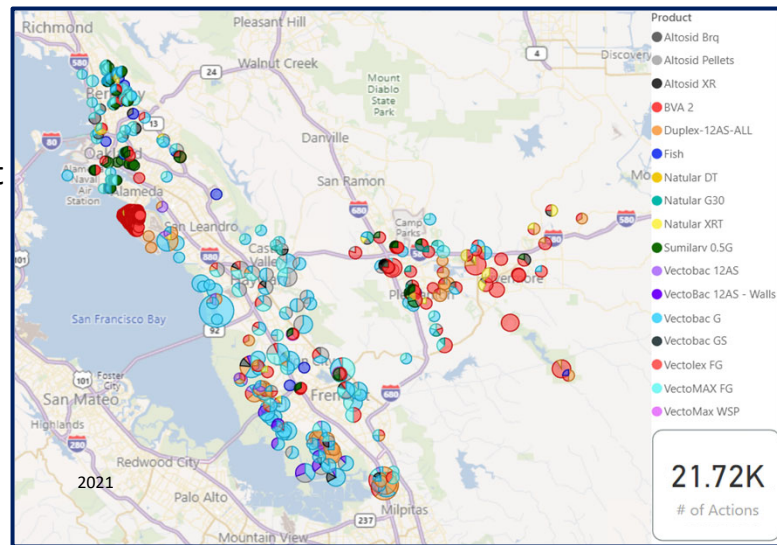
Larvicide applications by drone



22

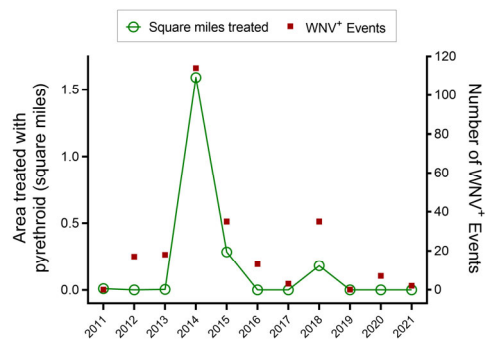
Where larvicide is applied in Alameda County

Most larvicide applications occur in marsh habitats that abut the SF Bay



23

Our very last resort for controlling infected adult mosquitoes



Ultralow volume pyrethroid
insecticide
4 grams / square mile

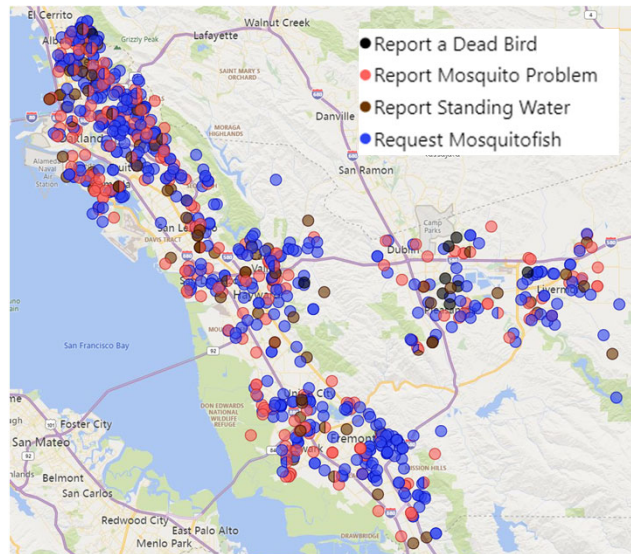


24

Requests for service

830
Service Requests during
2021

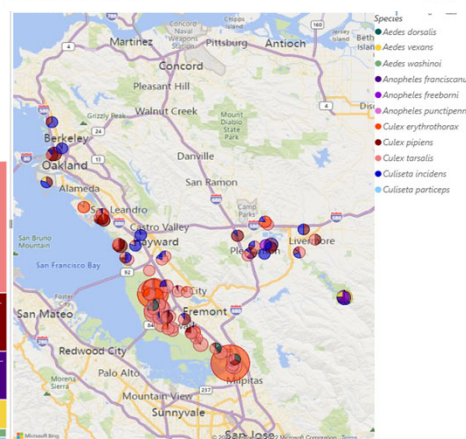
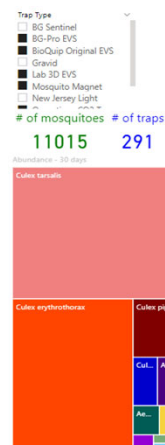
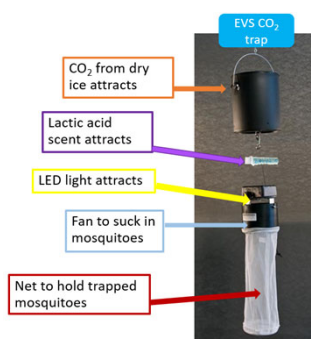
In-person response within a day



25

Assessing mosquito abundance & arbovirus prevalence

Adult mosquito
abundance monitoring



Power BI dashboard for 15 days (auto-updated)



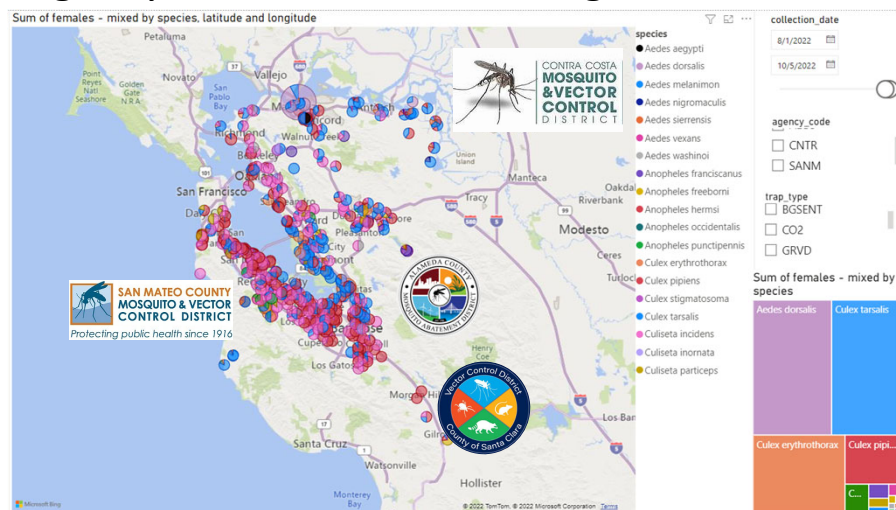
26

Testing trapped mosquitoes for
arboviruses in our lab using
quantitative RT-PCR



27

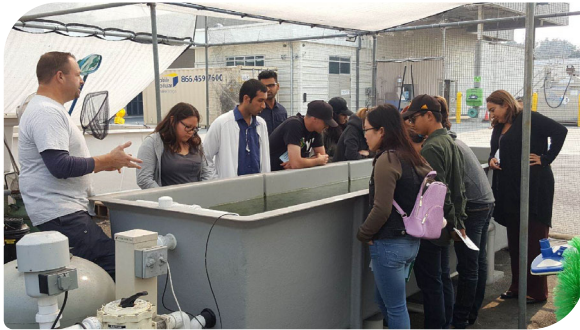
Multi-agency dashboard to view high resolution data



28

Community engagement with the public

- Leverages a “show me” & discovery mindset
- Motivates an involved public



Cal State East Bay Students



Oakland Garden Preschool

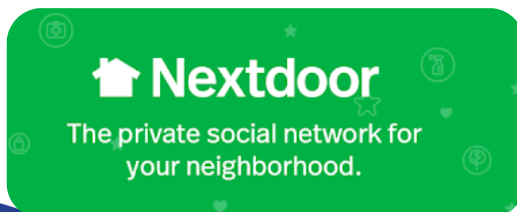


Alameda Watershed Symposium



29

Community engagement with the public



INVASIVE
MOSQUITOES ARE A
PROBLEM
FOR
CALIFORNIA

DO YOUR PART
ELIMINATE
STANDING WATER
(ANY AMOUNT)

REPORT AGGRESSIVE
DAY-BITING
MOSQUITOES

LEARN MORE



@AlamedaMosquito



@AlamedaMosquito



AlamedaMosquito

30

Community engagement with partner agencies & facilities

- Coordinate with land and facility managers
 - MOU with US FWS and EBRPD
- Engage public agencies
 - Cooperative agreement with CDPH
- Public & private lands
 - Mosquito Abatement and Vector Control Districts Principle Enabling Act (Health and Safety Code §2000 et seq.)

East Bay
Regional Park District



31

Engaging with universities & research institutes

UCSF

University of California
San Francisco



Culex erythrothorax (Diptera: Culicidae): Activity periods, insecticide susceptibility and control in California (USA)

Allen T. Esterly, Denise Alemayehu, Benjamin Rasmussen, John Busam, Theresa L. Shelton, Tina Selay, Hagar Zahai, Joseph W. Huston, Ryan J. Clausenitzer, Eric J. Haas-Stapleton
Published: July 10, 2020 • <https://doi.org/10.1371/journal.pone.0228835>



PACIFIC SOUTHWEST CENTER OF EXCELLENCE IN VECTOR-BORNE DISEASES

Quantitative reverse transcription PCR assay to detect a genetic marker of pyrethroid resistance in *Culex* mosquitoes

Kelli M. Hager, Erick Gaona, Amy Kistler, Kalani Ratnasiri, Hanna Retallack, Miguel Barretto, Sarah S. Wheeler, Christopher M. Hoover, Eric J. Haas-Stapleton
Published: August 8, 2022 • <https://doi.org/10.1371/journal.pone.0252498>



Assessing Mosquito Breeding Sites and Abundance Using An Unmanned Aircraft

Eric J. Haas-Stapleton, Miguel C. Barretto, Erika B. Castilla, Ryan J. Clausenitzer, Robert L. Ferdan
J Am Mosq Control Assoc (2019) 35 (3): 228–232.

Toys or Tools? Utilization of Unmanned Aerial Systems in Mosquito and Vector Control Programs

Any Fang, Eric Haas-Stapleton, Brad Sorensen, Marty Schell, Gary Goodman, Joel Buettner, Scott Schorn, Nicholas Lefkowitz, Colin Lewis, Bradley Fritz, Clint Hoffman, Greg Williams
Journal of Economic Entomology, Volume 114, Issue 5, October 2021, Pages 1896–1909.

MR. MISTER: ROCKIN' THE *AEDES* OF THE SAN FRANCISCO BAY SALT MARSHES

MARK WIELAND, JOSEPH HUSTON, RYAN CLAUSENITZER, ERIC J. HAAS-STAPLETON
J Am Mosq Control Assoc (2022)



32

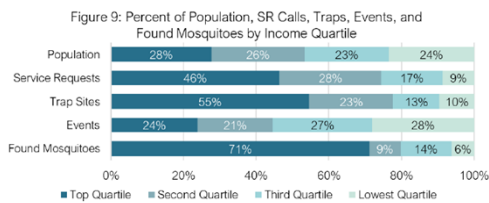
Equitable, Effective Practices for Mosquito Abatement in Alameda County: Challenges and Solutions

Emily Estus, MPP/MPH Candidate 2021
University of California, Berkeley
May 2020

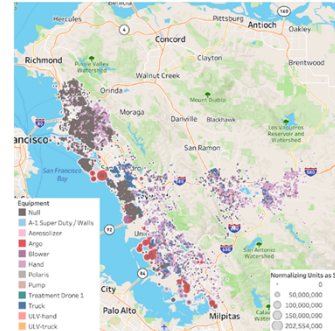
ADVANCED POLICY ANALYSIS

Work Distribution Analysis for
Alameda County Mosquito Abatement

Study conducted for
Alameda County Mosquito Abatement District



Treatment Map (Without Seasonals)



by
Sky Mihaylo
SPRING 2022



33

sterile insects for *Aedes* control

non-biting males are released to mate with invasive female mosquitoes

no new female mosquitoes are produced

3 sterile insect techniques (SIT) to reduce abundance of biting & disease-spreading female mosquitoes



34

sterile insects for *Aedes* control

irradiated

bacteria-infected

genetically engineered

Invasive *Aedes* mosquitoes are not yet in Alameda County



35

1 Irradiate male mosquitoes

Medfly and Mexfly - USDA APHIS
Jun 2, 2020 — APHIS-International Programs Action Programs Staff m
breeding facilities for the Medfly and Mexfly. Flies are irradiated (ma

X-Rays sterilize male mosquitoes

25,000 sterilized at a time

Use for any species (unpatented method)

One-time equipment purchase

Grow 100,000s of mosquitoes

Must separate male from females

Reduced mosquito health



<https://www.radsources.com/sterile-insect-technique/>

36

2

Wolbachia bacteria infection

Male mosquitoes naturally spread bacteria

Multi-generation impact

Reduced mosquito reproduction and virus growth

EPA-registered non-GMO option

Must separate male from females

Identify / replace correct *Wolbachia* strain

Commercial provider = recurring cost

PLOS NEGLECTED TROPICAL DISEASES

OPEN ACCESS PEER REVIEWED

RESEARCH ARTICLE

Open Release of Male Mosquitoes Infected with a *Wolbachia* Biopesticide: Field Performance and Infection Containment

Linda O'Connor, Catherine Plichart, Ayo Cheong Sang, Corey L. Brelsford, Hervé C. Bossin, Stephen L. Dobson





<https://mosquitomate.com/pricing>




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3

Genetically modified

Female mosquitoes eliminated as immatures

EPA approved & monitored trial in Florida

Eggs-in-a-box simplifies adult release

Public hesitancy to GMO

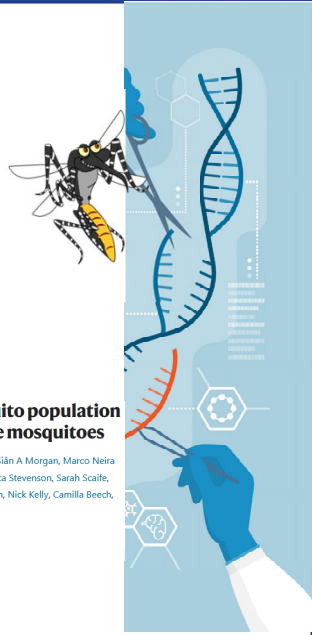
Recurring cost

Successful suppression of a field mosquito population by sustained release of engineered male mosquitoes

Angela F Harris, Andrew R McKemey, Derric Nimmo, Zoe Curtis, Isaac Black, Siân A Morgan, Marco Neira Oviedo, Renaud Lacroix, Neil Naish, Neil I Morrison, Amandine Collado, Jessica Stevenson, Sarah Scaife, Tariq Dafa'alla, Guoliang Fu, Caroline Phillips, Andrea Miles, Norzahira Raduan, Nick Kelly, Camilla Beech, Christl A Donnelly, William D Petrie & Luke Alphey

Nature Biotechnology 30, 828-830(2012) | Cite this article



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Thank you.

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