



PALMDALE

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, OCTOBER 2, 2024
5:00 PM
www.cityofpalmdaleca.gov**

WELCOME

1. CALL MEETING TO ORDER

Note: All City Council memberships are reflected in their City Council titles.

2. ROLL CALL

MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN,
BETTENCOURT, ALARCÓN

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

PUBLIC COMMENT RULES

“(California Government Code Section 54954.3).

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits

time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.”

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of two (2) minutes on the entirety of the Consent Calendar, Appointment(s), New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

4. PUBLIC COMMENTS

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

5. CONSENT CALENDAR

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the Agenda.

5.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

5.2 Receive and file the monthly investment activity reports for August 2024.

[SR Investment Report AUG 2024.docx](#)

[Rpt. City & Successor Monthly Investment Activity Report Aug 2024.pdf](#)

5.3 Approve Agreement with the Los Angeles County Department of Animal Care and Control to provide general animal care and control services for a term of five years from July 1, 2024, through June 30, 2029.

[SR Agrmt No. A-8891 with the Los Angeles County Department of Animal Care and Control.docx](#)

[Agrmt No. A-8891 with the Los Angeles County Department of Animal Care and Control.pdf](#)

5.4 Approve Requisition with Coastline Equipment Company for the purchase of a new John Deere 444P Wheel Loader for a total not to exceed amount of \$241,728; and Approve Requisition with Inland Kenworth (US), Inc., for the purchase of a new T480 4,000-gallon Water Truck for a total not to exceed

amount of \$217,344.

[SR Req. No. 250240 with Coastline Equipment Co. and Req. No. 250242 with Inland Kenworth Inc.docx](#)

[Req. No. 250240 with Coastline Equipment Company.pdf](#)

[Sourcewell Contract No. 011723-JDC.pdf](#)

[Req. No. 250242 with Inland Kenworth \(US\), Inc.pdf](#)

[Sourcewell Contract No. 060920-KTC.pdf](#)

- 5.5 Approve Final Tract Map No. 66204 (located at the northeast corner of Avenue R-8 and Deville Street).

[SR Tract Map No. 66204.docx](#)

[Tract Map No. 66204.pdf](#)

- 5.6 Approve the Second Amendment to the Agreements with ATS Communications and River Oaks Communications for wireless communication services, to increase each agreement by \$100,000 for a total not to exceed amount of \$195,000 per agreement and extend the term for each agreement by 365 calendar days for a total of 1,461 calendar days per agreement.

[SR Agrmt No. A-7999 Second Amendment with ATS Communications and Agrmt No. A-8000 Second Amendment with River Oaks.docx](#)

[Agrmt No. A-7999 Second Amendment with ATS Communications.pdf](#)

[Agrmt No. A-7999 First Amendment with ATS Communications.pdf](#)

[Agrmt No. A-7999 with ATS Communications.pdf](#)

[Agrmt No. A-8000 Second Amendment with River Oaks Communications.pdf](#)

[Agrmt No. A-8000 First Amendment with River Oaks Communications.pdf](#)

[Agrmt No. A-8000 with River Oaks Communications.pdf](#)

- 5.7 Approve the minutes from the previous meetings.

[Minutes 09 18 2024.pdf](#)

[Minutes 09 19 2024.pdf](#)

6. PUBLIC HEARING

- 6.1 Public Hearing to Receive Community Input on Needs and Priorities for Inclusion in the 2025-2029 Consolidated Plan and 2025-2026 Action Plan.

[SR Public Hearing ConPlan 2025-2029.docx](#)

7. NEW BUSINESS

- 7.1 Consider and adopt Ordinance No. 1646, an Ordinance of the City Council of the City of Palmdale repealing Chapter 2.55 of the Palmdale Municipal Code to rescind the current Palmdale Human Rights Advisory Committee and directing consolidation with the City of Lancaster for a Regional Body.

[SR Ord. No. 1646.docx](#)

[Ord. No. 1646.docx](#)

8. **CITY MANAGER'S REPORT**

9. **SHERIFF'S REPORT**

10. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

11. **NON-AGENDA PUBLIC COMMENTS:**

Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total.

12. **ADJOURN** meeting to November 6, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORTS FOR AUGUST 2024

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for the City of Palmdale and Successor Agency for August 2024.

BACKGROUND

Pursuant to Section 16 of the City and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly and quarterly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

The monthly investment reports provide a synopsis of the City and Successor Agency's investment activity. They provide information on assets, allocations, average maturities, yields, and book valuations. The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable sources of market prices.

DISCUSSION

Compliance with Investment Policy

For August, the City's invested portfolio totaled \$324,875,852, a decrease of \$8,508,719 from the previous month and an increase of \$19,773,768 compared to last year. The monthly decrease resulted from investment maturities within the month.

The par value of Successor Agency's portfolio as of August was \$11,320,437. The balance decreased by \$1,379,834 from last month due to a transfer of funds from LAIF to cover debt service payments.

All investments meet criteria appropriate to Section 8 of the Investment Policy. The portfolios are based on a combination of various investments, including CDs, Corporate Notes, US Treasury Securities, and Government Agency Paper, each adhering to portfolio percentage limitations.

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entities' investment policies: 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and, 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

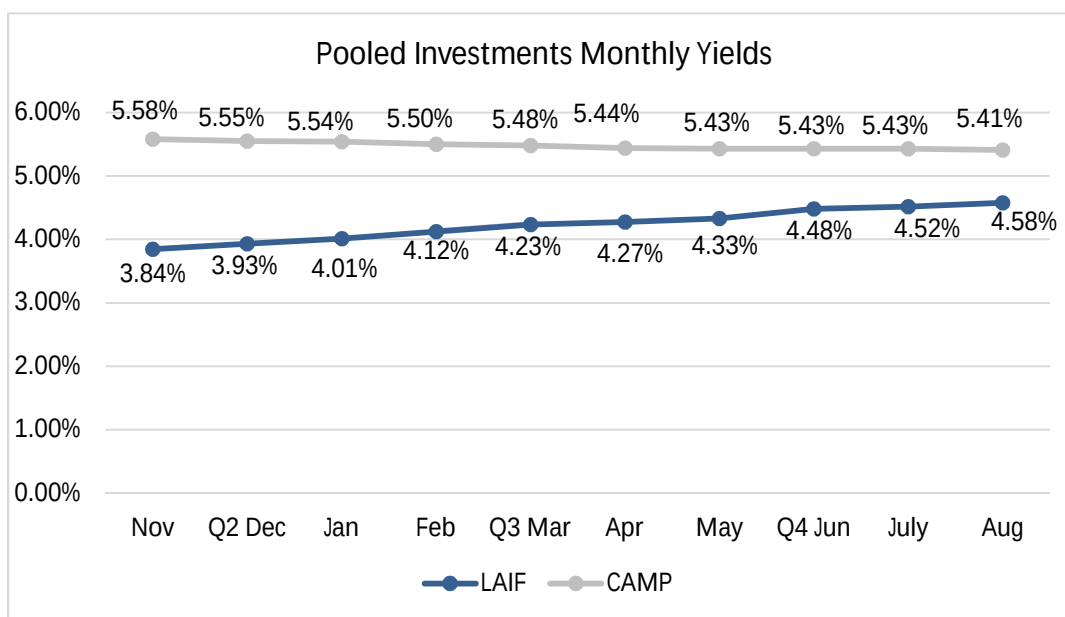
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, LAIF and CAMP. These are intended for daily operational activities and can be used during economic uncertainties for ongoing maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

The City's LAIF balance at the end of August was \$101,163,714, a decrease of \$5,000,000 due to withdrawal made to the City to cover operating costs for the month.

The Successor Agency's LAIF balance at the end of August was \$3,740,658, a decrease of \$4,500,000 from the prior month due to a withdrawal made to the Successor to cover debt payment obligations.

The City's CAMP balance at the end of August was \$52,911,214, compared to \$47,691,010 in July. The increase is due to interest earned and the transfer of general funds to CAMP.

The interest rates presented are the most current rates available as of the date of this report. As of August 31, 2024, the interest rates for LAIF and CAMP investments were at 4.579 percent and 5.41 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of July were 4.516 percent and 5.43 percent. This time last year, LAIF and CAMP rates were at 3.434 percent and 5.52, respectively.



The chart above shows the LAIF and CAMP average monthly yields from November 2023 through August 2024. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of August 31, 2024.

The City and Successor Agency are expected to have sufficient funds to meet its expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of August 31, 2024.

FISCAL IMPACT

There is no fiscal impact associated with the recommended actions for this report.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

- B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.
- C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports August 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,902,140.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,888,310.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note	0.40	3,000,000.00	3,200,040.56	2,954,940.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,836,900.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.85	10,000,000.00	10,045,505.25	9,807,400.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.88	5,000,000.00	5,018,208.38	4,903,700.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	1.00	5,000,000.00	5,017,187.50	4,903,710.95
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,064,000.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,666,600.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,825,200.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,472,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,932,250.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	4,942,800.00
TOTAL U.S. TREASURY SECURITIES					\$ 59,700,000.00	\$ 60,391,445.04	\$ 58,100,400.95
<u>GOVERNMENT AGENCY PAPER</u>							
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit	0.78	5,000,000.00	5,000,000.00	4,781,500.00
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac	0.50	2,000,000.00	2,000,000.00	1,958,542.76
04-01-21	04-01-25	CITY	3133EMUP5 Federal Farm Credit	0.71	5,000,000.00	5,000,000.00	4,826,404.05
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	976,880.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,953,760.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,826,750.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,821,947.30
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,734,320.00
12-17-21	11-12-25	CITY	3134GXB5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,082,265.00
12-17-21	12-30-24	CITY	3130AQDY6 Federal Home Loan Note	1.00	6,750,000.00	6,750,000.00	6,603,527.70
12-17-21	06-23-25	CITY	3133ENHW3 Federal Farm Credit	1.17	10,000,000.00	10,000,000.00	9,595,310.20
12-20-21	07-30-25	CITY	3136G4ZP1 Fannie Mae	0.65	3,500,000.00	3,444,175.00	3,339,331.94
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,459,892.40
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,589,481.35
01-14-22	01-14-25	CITY	3130AQEA7 Federal Home Loan Note	1.05	7,000,000.00	7,000,000.00	6,839,056.49
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,722,111.58
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Note	3.34	1,950,000.00	1,937,715.00	1,920,301.71
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,533,218.00
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,562,202.10
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,670,265.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,801,570.80
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit	5.39	5,000,000.00	5,000,000.00	4,991,602.80
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,790,565.80
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,777.50
TOTAL GOVERNMENT AGENCY PAPER					\$ 104,975,000.00	\$ 103,273,730.58	\$ 100,381,585.13

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>CERTIFICATES OF DEPOSIT</u>							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA NA	4.03	240,000.00	243,434.40	238,848.00
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank DE US	4.76	240,000.00	242,022.91	240,415.20
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank NA VA US RT	4.09	240,000.00	240,948.00	234,677.60
06-11-24	06-12-28		59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	243,510.50
06-11-24	06-11-26		38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,615.57
06-13-24	06-13-29		89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	246,281.17
06-14-24	06-15-26		34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,699.42
06-14-24	06-14-28		307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	242,169.22
06-14-24	06-14-29		69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	243,313.18
06-17-24	06-17-26		8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,875.30
06-18-24	06-18-29		229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.16
06-20-24	06-22-26		06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,737.44
06-21-24	06-22-26		35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,737.72
06-25-24	06-25-29		09776DAG9 BOM Bank	5.35	245,000.00	245,000.00	245,000.11
TOTAL CERTIFICATES OF DEPOSIT					\$ 1,210,000.00	\$ 3,421,473.78	\$ 3,407,880.59
<u>CORPORATE NOTES</u>							
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	967,125.82
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive CO GlobalL	4.80	1,000,000.00	1,035,553.33	997,703.43
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble CO/The Glob	4.10	1,000,000.00	1,018,471.67	987,387.46
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	478,020.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	481,325.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	466,815.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	477,190.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	489,610.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	475,490.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	466,490.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	495,950.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	497,940.00
01-09-24	07-01-27	CITY	75973QAA5 Renaissance Financial	5.01	500,000.00	475,470.25	473,980.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	492,915.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	\$ 663,116.29	\$ 663,116.29
TOTAL CORPORATE BONDS					\$9,156,000	\$8,375,502	\$ 8,911,058.00
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>							
09-01-84	n/a	CITY	98-19-620	0.78	60,492,217.57	60,492,217.57	60,492,217.57
06/23/08	n/a	PCA	40-19-060	0.78	26,284,537.22	26,284,537.22	26,284,537.22
	n/a	ARPA	19-19-004	0.78	14,386,959.06	14,386,959.06	14,386,959.06
TOTAL LAIF ACCOUNTS					\$ 101,163,713.85	\$ 101,163,713.85	\$ 101,163,713.85
<u>CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM</u>							
6080-01	n/a	CITY	6080-01	0.30	52,911,213.71	52,911,213.71	52,911,213.71
TOTAL CAMP ACCOUNTS					\$ 52,911,213.71	\$ 52,911,213.71	\$ 52,911,213.71
<u>UBS FINANCIAL SERVICES</u>							
n/a	n/a	CITY		0.00	0.00	0.00	0.00
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CITY INVESTMENTS					\$ 329,115,927.56	\$ 329,537,078.82	\$ 324,875,852.23

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
LIBRARY INVESTMENTS							
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,311.99
TOTAL LIBRARY INVESTMENTS						\$	13,311.99
FISCAL AGENT CASH							
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			116.45
05-10-95	n/a	IMPROVEMENT	95421222	0.10			169,247.34
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1						\$	169,363.79
BOND PROCEEDS							
BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			13.42
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,817,129.45
04-06-95	n/a	BOND	95420887	0.15			0.15
TOTAL BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1						\$	2,817,143.02
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			1,225,820.13
08-01-19	n/a	RESERVE	242969003	0.00			1,447,054.16
08-01-19	n/a	SP TAX - REFUNDING BOND	242969004	0.01			15,151.01
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1						\$	2,688,025.30
BOND PROCEEDS							
2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			1,136,991.69
	n/a	RESERVE FUND	251009001	0.01			654,412.35
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021						\$	1,791,404.04

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			183,882.87
11-08-06	n/a	ADM EXP	106844002	0.01			1,741.57
11-08-06	n/a	RESERVE FUND	106844003	0.01			93,257.15
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB						\$	278,881.59
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
10-11-13	n/a	ESCROW FUND	206455000	0.00			2,979,512.65
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW						\$	2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,319.78
TOTAL 2015 HA DEBT SERVICE RESERVE						\$	40,319.78
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>							
05-23-18	n/a	CITY	04790895775 Public Agency Retirement Servi	2.60			9,978,810.40
TOTAL PARS PENSION TRUST FUND						\$	9,978,810.40
BOND PROCEEDS							
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			75,521.91
09-03-15	n/a	INTEREST ACCT	277067001	0.01			8.19
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,017.34
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,318,583.92
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS						\$	1,675,131.36

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			0.31
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS						\$	0.31
BOND PROCEEDS							
<u>2023 A&B SERIES B ACQUISITION & CONSTRUCTION REVENUE BOND</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				6.33
11-30-23	n/a	INTEREST	248041001				2,054,524.01
11-30-23	n/a	REVENUE FUND	248041004				19,345,522.81
11-30-23	n/a	INTEREST	248041007				0.19
11-30-23	n/a	REVENUE FUND	248041008				13,690,459.79
TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND						\$	35,090,513.13
GRAND TOTAL - FISCAL AGENT CASH						\$	55,717,701.33
SUMMARY OF CASH AND INVESTMENTS							
Page 1 of 1							
Cash on Hand						\$	7,091,986
Pooled Cash Investments							
City:						\$	325,618,555
Insur Fund:							(\$742,702)
						\$	324,875,853
Library Investments							\$13,312
Subtotal						\$	331,981,151
City/AD/CFD/PCA/PFA/HA							
Fiscal Agent Cash						\$	55,717,701
Grand total						\$	387,698,852

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of August 31, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
August 31, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>LAIF - CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 65,492,217.57
08-20-24		\$ (5,000,000.00)		
Subtotal	\$ -	\$ (5,000,000.00)	\$ -	\$ 60,492,217.57
<u>LAIF - PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 26,284,537.22
Subtotal	\$ -	\$ -	\$ -	\$ 26,284,537.22
<u>LAIF - LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 13,311.99
Subtotal	\$ -	\$ -	\$ -	\$ 13,311.99
<u>LAIF - ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 14,386,959.06
Subtotal	\$ -	\$ -	\$ -	\$ 14,386,959.06
<u>CAMP</u>				
Beginning Balance				\$ 47,691,009.86
08-30-24	\$ 5,000,000.00			
08-30-24			\$ 220,203.85	
Subtotal	\$ 5,000,000.00	\$ -	\$ 220,203.85	\$ 52,911,213.71
<u>UBS Financial Services</u>				
Beginning Balance				\$ 661,416.83
08-30-24			\$ 110,212.15	
08-30-24		\$ (108,512.69)		
08-30-24		\$ (663,116.29)		
Subtotal	\$ -	\$ (771,628.98)	\$ 110,212.15	\$ 0.00
Total	\$ 5,000,000.00	\$ (5,771,628.98)	\$ 330,416.00	\$ 154,088,239.55

ISSUER	PURCHASE DATE	MATURITY DATE		VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
3130AMHH8 Federal Home Loan Note	06-04-21	08-01-24	FP	\$ 4,000,000.00	M \$ 2,733.33	\$ 4,002,733.33	3,982,656.56	17,343.44
3130AXAP3 Federal Home Loan Note	09-21-23	08-27-24	FP	\$ 4,750,000.00	C \$ 115,319.44	\$ 4,865,319.44	4,747,965.86	2,034.14
						\$ -		-
						\$ -		-
				<u>\$ 8,750,000.00</u>	<u>\$ 118,052.77</u>	<u>\$ 8,868,052.77</u>	<u>\$ 8,730,622.42</u>	<u>\$19,377.58</u>
Total Number of Transactions:		1						

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 31, 2024

POOLED CASH - INVESTMENTS PURCHASED
August 31, 2024

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes
Maturity Date

ISSUER	PURCHASE DATE		Maturity Date	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
06406RBN6 Bank of NY Mellon Corp	08-27-24	CN	02-01-29	\$ 656,000.00	7,116.29	\$ 663,116.29	\$ 2,235.16	\$ 665,351.45	4.20%
					-			\$ -	
					-			\$ -	
					-			\$ -	
				\$ 656,000.00	7,116.29	\$ 663,116.29	2,235.16	\$ 665,351.45	
Total Number of Transactions:		1							

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
August 31, 2024

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
<u>LAIF - SA ACCOUNT 65-19-035</u>						
09-01-84	n/a	SA Account	65-19-035	0.78	3,740,658.01	
						<u>\$ 3,740,658.01</u>

FISCAL AGENT CASH

BOND PROCEEDS

CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)

Fiscal Agent: U.S. Bank National Association

08-20-02	n/a	Reserve Fund	94460700	2.54	536,531.90
08-20-02	n/a	Interest Acct	94460701	0.04	27,165.85
08-20-02	n/a	Principal Acct	94460702	0.04	131.79

TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)	<u>\$ 563,829.54</u>
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BOND PROCEEDS

2016 SA \$31.5M Tax Allocation Refunding Bonds Series A

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-26-16	n/a	Debt Service	245113000	0.00	5,443,200.00
04-26-16	n/a	Interest Acc	245113001	N/A	0.00

TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A	<u>\$ 5,443,200.00</u>
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GRAND TOTAL - FISCAL AGENT CASH	<u><u>\$6,007,030</u></u>
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SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 1,572,749
Pooled Cash Investments	\$ 3,740,658
Successor Agency Fiscal Agent Cash	\$ 6,007,030
Grand total	<u><u>\$ 11,320,437</u></u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of August 31, 2024.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)
[August 31, 2024](#)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>LAIF - SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 8,240,658.01
08/15/24		\$ (3,500,000.00)		
08/30/24		\$ (1,000,000.00)		
Subtotal	<u>\$ -</u>	<u>\$ (4,500,000.00)</u>	<u>\$ -</u>	<u>\$ 3,740,658.01</u>



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC SAFETY DEPARTMENT

DISTRICT: ALL

SUBJECT: APPROVE AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL TO PROVIDE GENERAL ANIMAL CARE AND CONTROL SERVICES FOR A TERM OF FIVE YEARS FROM JULY 1, 2024, THROUGH JUNE 30, 2029

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement with the Los Angeles County Department of Animal Care and Control to provide general animal care and control services for a term of five years from July 1, 2024, through June 30, 2029; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8891 with the Los Angeles County Department of Animal Care and Control, including minimal and/or non-substantial changes.

BACKGROUND

The Los Angeles County Department of Animal Care and Control (DACC) maintains seven animal care centers that accept stray, lost, abandoned and relinquished animals. DACC also receives and maintains animals that are victims of abuse or neglect, under a quarantine order or that pose a risk to the public. Stray or lost animals are held temporarily to give owners the opportunity to reclaim them. Owner-relinquished animals are held for an initial period before being euthanized or adopted into a new home, pursuant to State law. The holding period varies and may be extended to attempt to reunite the animal with an identified owner or for other reasons.

Since 1962, the City has contracted with the Los Angeles County Department of Animal Care and Control (DACC) to provide Palmdale residents with all animal care and shelter services.

Report to Mayor and City Council

Re: Approve Agreement A-8891 with the Los Angeles County Department of Animal Care and Control

October 2, 2024

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The DACC is dedicated to providing appropriate and safe housing to all animals in its care. It is legally required to provide a safe environment with proper food, water, shelter, exercise opportunities, and medical care for the animals it houses. Medical care may be provided by DACC staff or, at DACC's sole discretion, outsourced to a contracted veterinarian.

While performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies to maintain the agreed-upon level of service.

DISCUSSION

The City's current agreement with the DACC expired on June 30, 2024. The new five-year agreement, effective July 1, 2024 to June 30, 2029, will allow DACC to continue providing general animal care and control services within the City's limits set forth in accordance with the provisions of Los Angeles County Code, Title 10, "Animals."

The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller. The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.

FISCAL IMPACT

\$3,200,000 (annually): For fiscal year 2024/2025, funds are available in account 10125002-722400. Subsequent years will be allocated through the annual budget process.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

- A. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Sara Gallagher, Deputy City Manager

Janelle Samson, Director of Operations

Ronda Perez, City Manager

William P. Curley, III, City Attorney

Report to Mayor and City Council

Re: Approve Agreement A-8891 with the Los Angeles County Department of Animal Care and Control

October 2, 2024

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ATTACHMENTS

Agrmt No. A-8891 with the Los Angeles County Department of Animal Care and Control

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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 COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
 AND CONTROL AND CITY OF PALMDALE

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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF PALMDALE

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF PALMDALE ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Bradley Kim
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

For electronic notices:

BKim@animalcare.lacounty.gov

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

16.0 COUNTERPARTS

- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF PALMDALE

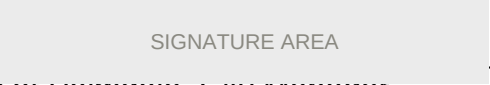
IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By_  _____
Director
Department of Animal Care and Control

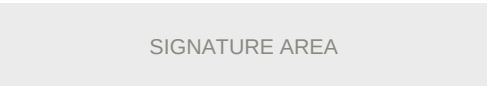
Date_____

CITY OF PALMDALE

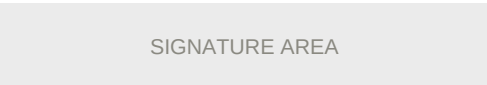
By_  _____
City of Palmdale, City Manager

Date_____

ATTEST:

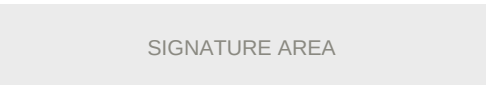
By_  _____
City Clerk Date

By_  _____
City Attorney Date

 SIGNATURE AREA

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_  _____
Senior Deputy, County Counsel

Date_____

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
DESCRIPTION OF SERVICES

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

A. Full Care Center Services

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

B. Animal Care for Transfer

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

II. Field Services

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

Description of Field Services

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

A. Standard Service Plan

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

B. Limited Service Plan

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

III. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

The City may request that the Department provide additional services as outlined below.

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license

enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

B. Animal Facility Licensing

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

C. Vaccination and Microchip Clinics

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

D. Spay/Neuter Trust Fund

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL**

AND

THE CITY OF

FISCAL YEAR 2024-25 SERVICE LEVEL REQUEST

I. Animal Care Center Services

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

☐ Full Service

Primary animal care center: N/A

☐ Animal Care Center Services for Transfer

City's Animal Care Facility contact information:

Agency Name: _____

Telephone: _____

Address: _____

☐ No Animal Care Center Services

II. Field Services

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

- ☐ Standard Service Plan
☐ Limited Service Plan (check all applicable boxes below)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations – as needed	☐ Yes ☐ No
Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	☐ Yes ☐ No
Administrative Compliance (Post hearing compliance checks will be handled by DACC on City's behalf)	☐ Yes ☐ No

City's Animal Control (Field Services) contact information:

Department Name: _____

Telephone: _____

Address: _____

- ☐ No Field Services

III. Individual Animal Licensing

- ☐ The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- ☐ The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$ Equal to amount of license	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	☐ \$40.00		
	☐ \$0.00		

*Only applicable when licensing is initiated in the field by Department employees.

Current license fees adopted by the City on _____, 20_____.

- ☐ No Animal Licensing Services

IV. Outreach and Enforcement Services

Please make a selection for each of the options below. For more information, you can view Attachment A, Description of Services, of your municipal services agreement or reach out to one of the contacts listed on Page 7 of this Service Level Request.

A. Animal Facility Inspection and Licensing (Costs included in overhead—not billed)

- ☐ The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- ☐ No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: _____

Telephone: _____

Address: _____

B. Vaccination and Microchip Clinic(s)

- ☐ The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- ☐ No vaccination or licensing clinic services.

C. Spay/Neuter Trust Fund

- ☐ Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- ☐ No participation in the Spay/Neuter Trust Fund.

V. Enforcement of County Code

- ☐ The City agrees to the enforcement of Title 10 with no exceptions.
- ☐ The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
- ☐ 10.20.350: Mandatory Spay and Neuter. The City does not require the spay/neuter of:
- ☐ Dogs
- ☐ Cats
- ☐ 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
- ☐ Dogs
- ☐ Cats
- ☐ 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:
- Dogs _____ Cats _____ Total of _____ dogs/cats
- ☐ 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
- ☐ Voluntary Cat Licensing
- ☐ No Cat Licensing
- ☐ 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.
- ☐ 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.
- City's Animal Noise Complaint contact information:
- Department Name: _____
- Telephone: _____
- Address: _____
- E-mail: _____

VI. Requested Additions to Title 10 Enforcement

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

COUNTY			
City Code Section No.	City Code Section Title	Approved	Not Approved

VII. Contact Information

County Primary Contact

Name: Bradley Kim

Title: Contracts and Grants Division Liaison

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: (562) 379-9722

E-mail: Bkim@animalcare.lacounty.gov

County Alternate Contact

Name: Marissa Muller

Title: Administrative Services Manager I

Address: 5898 Cherry Avenue

Long Beach, CA 90805

Telephone: _____

E-mail: mmuller@animalcare.lacounty.gov

City Primary Contact

Name: _____

Title: _____

Address: _____

Telephone: () _____

E-mail: _____

City Alternate Contact

Name: _____

Title: _____

Address: _____

Telephone: () _____

E-mail:

Note: A new Service Level Request submission is not needed if a city wishes only to update its contacts. For contact updates, an email notice will suffice.

VIII. Annual/Amended Service Request Approval

For the City:

Authorized City Representative
(Printed Name)

Authorized Signature
(Signature)

Date

Title

Telephone Number

For the County:

Marcia Mayeda

Director
Dept. of Animal Care and Control

Authorized Signature
(Signature)

Date

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
CITY-COUNTY MUNICIPAL SERVICES
BILLING RATES**

I. Billing Period

These billing rates are effective from July 1, 2024, through June 30, 2025.

II. Billing Rates

Animal Care Center Services	
Alternatives to Care Center Admissions (based on human population)	\$0.70 per capita annually
Shelter Services:	
Flat Rate for stray or relinquished dogs and cats	\$697.36 per impound
Daily Rate for dogs and cats of "legal hold" animals (See Paragraph III.D "Billing for 'legal hold' animals")	\$697.36 per impound and \$87.17 per day for days over 8
Animal License Field Enforcement per hour	\$110.47 per hour
Dog/Cat License Processing per license	\$5.54 per license
Field Services per hour for Full Field Service Cities	\$156.20 per hour
Field Services for Limited Field Service Cities:	
Basic rate during regular hours with 2-week notice	\$234.30 per hour
Rate for nights/weekends (Monday-Friday 7pm-7am, Saturday, Sunday, and County Holidays)	\$234.30 per hour, minimum call-out charge of 4 hours
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$313.41 per hour
Production of reports in excess of contract allowance	\$139.15 per hour
Liability Trust Fund	
Liability Trust Fund	3.5 % of hourly rate*

*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

III. Billing Methodology for Care Center Services

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

A. Cost Allocation for Care Center Services

During the billing period, the costs of providing Care Center Services are allocated as follows:

1. Per dog and cat impounded:
 - a. A flat dog/cat impoundment rate is established annually based upon the costs of housing animals. The flat rate is billed for all dogs/cats housed, regardless of the actual length of stay, except as outlined in paragraph D below. During the billing period, the cost of care for dogs/cats in excess of capped days are subsidized, except as outlined in paragraph D below.
 - b. For dogs and cats impounded in circumstances described in paragraph D below, that are held beyond the length of stay captured in the flat rate, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. In addition to the flat rate charged for dogs/cats, the City will be billed at the daily rate for all days those animals are housed by the Department. Animals that are held in "legal hold" will not be subsidized.
2. Per capita fee based on the human population of the City
 - a. A per capita public service rate is established annually based upon time allocated to Public Service including: interaction, intervention, and outreach activities that are not directly related to the impoundment, care, and feeding of animals is allocated to the City on a per capita basis.

This allocation methodology applies costs for services as they relate to animal impounds and for services that do not relate directly to the impoundment, care, and feeding of animals. The ratio for allocation is based on staff time allocated to these activities.

B. Medical Costs

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and are not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

C. Cost Offsets

The City will receive a credit from the County for all applicable redemption fees collected from or on behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

D. Billing for “Legal Hold” and Other Shelter Services:

Dogs and cats that are housed for a “legal hold” and other shelter services are billed at the flat impound rate until the stay exceeds the length of stay captured in the flat rate at which time a daily rate will be charged for the remainder of the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

“Legal Hold” and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	Per applicable state law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status). Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period. Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.	Unlimited days
Special Intake:	Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter. Animals subject to the jurisdiction of the Coroner’s Office may be held until released by that Office. Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.	Unlimited days

Return to Owner Animals:	Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying impound, boarding, and private veterinary fees accruing up to the time of such redemption.	10 days
Abandoned Animals:	Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.	15 days



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

DISTRICT: ALL

SUBJECT: APPROVE REQUISITION WITH COASTLINE EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW JOHN DEERE 444P WHEEL LOADER FOR A TOTAL NOT TO EXCEED AMOUNT OF \$241,728, AND APPROVE REQUISITION WITH INLAND KENWORTH (US), INC., FOR THE PURCHASE OF A NEW T480 4,000-GALLON WATER TRUCK FOR A TOTAL NOT TO EXCEED AMOUNT OF \$217,344

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Requisition No. 250240 with Coastline Equipment Company for the purchase of a new John Deere 444P Wheel Loader for a total not to exceed amount of \$241,728;
2. Authorize the City Manager or her designee to approve Requisition No. 250240 and the resulting purchase order with Coastline Equipment Company, including minimal and/or non-substantial changes;
3. Approve Requisition No. 250242 with Inland Kenworth (US), Inc. for the purchase of a new T480 4,000-gallon Water Truck for a total not to exceed amount of \$217,344; and,
4. Authorize the City Manager or her designee to approve Requisition No. 250242 and the resulting purchase order with Inland Kenworth (US), Inc., including minimal and/or non-substantial changes.

BACKGROUND

The Public Works Fleet Maintenance Division manages over 350 vehicles, equipment, and specialty equipment. It coordinates, develops, and recommends long-range plans

Report to Mayor and City Council

Re: Approve Requisition No. 250240 with Coastline Equipment Company & Requisition No. 250242 with Inland Kenworth (US), Inc.

October 2, 2024

Page 2

for managing and maintaining the City's fleet operations, including purchasing and disposing of vehicles under the City's Vehicle Replacement Policy.

The Policy considers a vehicle's age, miles or hours used, and duty type to determine which vehicles and equipment are eligible and in most need of replacement. Based on these criteria, staff identified the City's current wheel loader and water truck. The City Council approved the purchase of a new wheel loader and water truck within the budget adoption for Fiscal Year 2024-25.

DISCUSSION

John Deere 444P

Street Maintenance uses the wheel loader daily for various operations, such as moving dirt, cleaning debris, construction, and storm clean-up in the maintenance yard and throughout the City. The existing 2008 John Deere 444J model is worn and often encounters operational issues, creating service delays. Also, given its age, the current equipment has a Tier 2 diesel engine classification from the California Air Resources Board (CARB). CARB is phasing out these tier vehicles and will soon designate the existing loader as low-use, limiting its operating hours per year. These restrictions will negatively impact daily operations including the City's response to significant events like large storms or natural disasters, resulting in further service delays and potentially causing costly budget implications.

The new and upgraded John Deere 444P wheel loader will have a CARB Final Tier 4 classification and provide more reliability to Street Maintenance operations, allowing staff to complete daily activities safely and efficiently.

The City will purchase the replacement loader from Coastline Equipment Company, the exclusive John Deere construction equipment distributor in Southern California, which will use cooperative pricing through Sourcewell Contract No. 011723-JDC with John Deere Construction Retail Sales.

Kenworth T480 4,000-Gallon Water Truck

Street Maintenance uses a water truck daily for dust control when shoulder grading throughout the City. The City's 2014 2,000-gallon water truck is aged and undersized for current operations, creating limitations during dirt-moving activities. As a result, it frequently breaks down and becomes inoperative. However, California law requires the ground to be wet during dust-producing operations. Therefore, the City must rent a water truck when the existing vehicle is not in service, which can be costly and negatively impact the budget.

Report to Mayor and City Council

Re: Approve Requisition No. 250240 with Coastline Equipment Company & Requisition No. 250242 with Inland Kenworth (US), Inc.

October 2, 2024

Page 3

A new and upgraded Kenworth T480 4,000-gallon water truck will double the existing vehicle's capacity, representing the correct size vehicle for the current usage. The increased capacity will result in fewer trips to local hydrants to fill the tank, which can sometimes be miles away, making operations more accessible and efficient. This new truck will ensure the City remains compliant with state regulations and completes the necessary shoulder grading citywide for the community's safety.

The City will purchase the replacement water truck using cooperative pricing through Sourcewell Contract No. 060920-KTC with Kenworth Truck Company.

FISCAL IMPACT

\$459,072; funds for Requisitions No. 250240 and No. 250242 and the resulting purchase orders are currently budgeted in the Fleet Maintenance equipment capitalized account No.15433006-774400. Operating and maintenance costs are projected to be approximately \$5,000 annually for each vehicle after the vehicle's initial year in service.

STRATEGIC PLAN

Goal II. Ensure long-term fiscal health of the City and maintain funding for services.

- A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Hamed Hashemian, P.E., City Engineer
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Req. No. 250240 with Coastline Equipment Company
Sourcewell Contract No. 011723-JDC
Req. No. 250242 with Inland Kenworth (US), Inc.
Sourcewell Contract No. 060920-KTC

Bill To FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Requisition 00250240-00 FY 2025 Acct No: 15433006-774400 Review: Buyer: mharris Status: Approved	Page 1
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Vendor COASTLINE EQUIPMENT 4252 SACO ROAD BAKERSFIELD, CA 93308 Tel#661-399-3600 Fax 661-399-8782	Ship To PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdale.org
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/24	002065	08/22/24			STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
for OCT-2 council meeting				
001	John Deere 444P wheel loader	1.00	241728.01000	241728.01
	EA			
Vendor Item				
1	15433006-774400		241728.01	

[Requisition Link](#)

Requisition Total	241728.01
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	241728.01	1173086.61

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	08/22/24	Adam Dyer	e-mail notification sent
E-mail	08/22/24	Bruce Roadhouse	e-mail notification sent
E-mail	08/22/24	Hamed Hashemian	e-mail notification sent
E-mail	08/22/24	Stephanie Autry	e-mail notification sent
E-mail	08/22/24	Salvador Mendez	e-mail notification sent
E-mail	08/22/24	Janelle Samson	e-mail notification sent
E-mail	08/22/24	Matthew Harris	e-mail notification sent
E-mail	08/22/24	Candice Mantell	e-mail notification sent
E-mail	08/22/24	Dawn McIntosh	e-mail notification sent

Bill To FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Requisition 00250240-00 FY 2025 Acct No: 15433006-774400 Review: Buyer: mharris Status: Approved	Page 2
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Vendor COASTLINE EQUIPMENT 4252 SACO ROAD BAKERSFIELD, CA 93308 Tel#661-399-3600 Fax 661-399-8782	Ship To PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdale.org
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/24	002065	08/22/24			STREET MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

Quote Summary**Prepared For:**

CITY OF PALMDALE WATER DISTRICT
39110 3RD ST E
PALMDALE, CA 93550

Prepared By:

JONATHAN LEACH
Coastline Equipment Company
4252 Saco Road
Bakersfield, CA 93308
Phone: 661-399-3600
johnny.leach@coastlineequipment.com

Quote Id: 31524543
Created On: 19 August 2024

Expiration Date: 30 August 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 444 P-Tier Wheel Loader	\$ 218,611.53 X	1 =	\$ 218,611.53

Equipment Total	\$ 218,611.53
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Quote Summary

Equipment Total	\$ 218,611.53
Doc Fee	\$ 750.00
SubTotal	\$ 219,361.53
Sales Tax - (10.25%)	\$ 22,366.48
Total	\$ 241,728.01
Balance Due	\$ 241,728.01

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31524543

Customer: CITY OF PALMDALE WATER DISTRICT

JOHN DEERE 444 P-Tier Wheel Loader

Equipment Notes: Rockland 2.5 Yard 4N1 Bucket Included.**Hours:****Stock Number:**

Code	Description	Qty
6011DW	444 P-Tier Wheel Loader	1
Standard Options - Per Unit		
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0613	Level 3 Trim	1
0655	Level 2 Performance	1
0951	Rear Camera (Primary Display)	1
1100	Less Detection System	1
1301	Left Side Steps	1
2201	Less Payload Scale w/ Cycle Counter	1
4065	John Deere 4.5L - FT4/SV	1
5105	Bridgestone GP - 17.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1
5552	Standard Front Fenders	1
6522	Rear Counterweight & Rear Hitch w/ Pin	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7458	Bolt-On Cutting Edge	1
7500	Less Fork Frame	1
7700	Less Tines	1
7813	2.50 YD (1.90 CM) Enhanced Performance	1
8042	Axle Oil Cooling and Filtration	1
8501	Debris Package	1
8502	Maintenance and Service Package	1
8505	Guards - Transmission & Bottom	1
8508	Auxiliary Equipment Package	1
Dealer Attachments		
BYT11988	Steering Column FNR Kit	1
Other Charges		

Selling Equipment

Quote Id: 31524543**Customer:** CITY OF PALMDALE WATER DISTRICT

Freight	1
Setup	1

TERMS AND CONDITIONS

Whenever the term "Company" is mentioned herein, it is understood to refer to Coastline Equipment.

The filling of this order by the company is contingent upon strikes, fires, accidents or delay resulting from any cause beyond the company's control: and accepting delivery from the carrier shall constitute a waiver of all claims from damage by reason of delay from whatsoever cause.

It is agreed that the title and right of possession to all property sold under this contract remains in the company. Whatever may be its mode of attachment to realty or otherwise, until the company has received the full price therefore as herein provided. Upon failure to make payments or any of them as herein specified, the company may retain as liquidated damage and rental all partial payment theretofore made and shall be free to enter the premises where such property may be located and remove the same as its own without prejudice to any further claims on account of damage which the company may suffer from any cause. Purchaser agrees to do all acts and things necessary to perfect and maintain the above title and right.

The property included in this order is sold under the manufacturer's warranty only unless there is an express warranty in writing signed by an executive or manager of the company. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE HELD LIABLE HEREUNDER FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER ARISING in any case where there is an express warranty by the company of the property sold or any part of it, the company may, at its own expense, reclaim the item so warranted and repay to the purchaser any sums which may have been paid thereon, and such repayment shall satisfy and fully discharge the company's entire liability arising out of state.

This order shall not become a contract binding upon the company until approved and accepted in writing by an executive officer of the company located in Long Beach, California. Notice of such approval will be furnished to the purchaser by acknowledgment of the order.

All terms of this sale are embodied herein, and no agreement, guaranty or warranty, oral or written, expressed or implied, not included herein shall in any way enlarge, limit or qualify the rights or the liabilities of the purchaser or the company.

Purchaser agrees to install upon the equipment, at his expense, all safety devices that may be required by any federal, state, or local safety regulations. Purchaser further agrees to protect and save seller harmless from any and all claims for property damages or personal injury, including death arising out of the use and operation of the equipment, regardless of nature or cause.

TERMS OF SALE: Unless otherwise agreed in writing and unless payment is made within 10 days from the date of invoice, interest on the unpaid balance shall be at the rate of 18% annum from the date of the invoice unless applicable law makes such rate of interest illegal, in which case the rate of interest shall be maximum permitted by law.

RENTAL: Rates unless otherwise noted are based on 176 hours usage per month, 2nd or 3rd shift rates will be computed at 50% of monthly rate. Lessee agrees to pay in addition to the monthly rental charge an adjustment for the tire wear during the rental period.

FREIGHT: If stated as a separate item, is approximate and actual freight cost shall be for customer's account.

SALES or excise taxes, federal or state, now or hereafter imposed, on the sale of good covered by this proposal, shall be for the account of the customer.

THIS PROPOSAL IS NOT AN OFFER TO SELL. This document evidences preliminary negotiations. Any sales are subject to approval by the Credit Manager of Coastline Equipment and to approval by an officer of Coastline Equipment. All sales shall be upon applicable Coastline Equipment sales order forms and subject to all of the terms and conditions as set forth herein. This proposal shall automatically lapse 30 days from the date hereof.

COASTLINE EQUIPMENT reserves the right to correct clerical errors.



Coastline Commitment Guarantee for Deere Construction & Forestry Equipment

Customer: _____ Model: _____ Serial # _____

Coastline Commitment Expires: _____ Basic Warranty Expires: _____

- Full Machine Basic Warranty for 12 months, unlimited hours or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs during basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional John Deere Protect customized Maintenance agreements
- Optional John Deere Protect customized extended warranties
- John Deere Connected Support:
 - JDLink™ for the life of the machine
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request
- StructurALL Warranty for three years / 10000 hours, whichever occurs first
- Diesel Particulate Filter (DPF) coverage for five years / 10000 hours, whichever occurs first



Customer Responsibilities:

1. Customer must notify the Service Department that machine is covered by Coastline Commitment at the time they place the initial call.
2. Customer must follow manufacturer recommended guidelines for maintenance and use Genuine John Deere parts and fluids, or their equivalent.
3. Customer must contact the Parts Department to request John Deere parts and fluids for the first scheduled service when applicable.
4. Customer has received all documents described and agrees to the terms, conditions, and responsibilities contained herein.

Terms and Conditions:

1. Commitment available on machines located within Coastline's AOR. Guaranteed response time, no cost travel, and 25-point machine inspection applicable during normal business hours; 7:00am – 5:00pm.
2. Machines purchased from rental fleet qualify the Commitment for the balance of remaining Basic warranty or for 90 days if Basic warranty has expired; also qualifies for any remaining JDLink subscription, StructurALL warranty or DPF coverage. The 25-point machine inspection is waived.
3. Loaner machine may be provided if machine is inoperable and cannot be restored to service within 36 hours from arrival of technician to machine or machine to Coastline facility. Coastline will supply like machine, if available, F.O.B. a Coastline location. Loaner is subject to standard Coastline rental terms and conditions. If a machine is unavailable or if customer does not accept machine offered, loaner provision is waived.
4. Four-hour response time guaranteed on inoperable machines and begins upon notification to Coastline's service department. The response guarantee is fulfilled once the technician has been dispatched or after the machine has been connected to via Remote Diagnostics.
5. CounterParts Promise guarantees that consumable or critical, quickly installed parts will be in stock at Coastline's location when you order and, if not, it will be there the next day and it will be free. CounterParts Promise is provided and the list of parts is available upon request.
6. Basic and StructurALL warranty terms and conditions will be provided.
7. DPF coverage is available from Coastline on machines greater than 174 gross hp, labor or travel costs not included to complete DPF hardware replacement; excludes Scraper Tractors and Mining equipment.

Customer (printed name, signature and title)

Date

Coastline Representative (printed name, signature and title)

Date



COASTLINE
Equipment

JDLink™ Customer Account Contact Information

Congratulations! Your new John Deere equipment purchase comes equipped with JDLink™ at no additional cost or subscription fees. Standard on most new models, JDLink™ enables John Deere Connected Support™, provides valuable fleet insights such as machine location, hours, enabling geofencing and helps you utilize other productivity solutions.



JDLink™



Machine Monitoring



Expert Alerts



Remote Diagnostics

Coastline Equipment JDLink™ Support Team

Coastline Equipment's JDLink™ Support Team will contact you shortly after your purchase to assist with JDLink™ setup and ensure you're getting the most out of your purchase. Please provide contact information for an authorized staff member that has contract acceptance.

Customer Organization Name:

Customer First and Last Name:

Customer Mobile Phone Number:

Customer Email Address:

Scan to Contact the JDLink™ Support Team

Send
Message to
Coastline's
JDLink™
Support
Team



Save
Coastline's
JDLink™
Support
Team
Contact
Information





COASTLINE
Equipment



Included with the purchase of any new or rental John Deere Construction & Forestry machine*:

- Full Machine Basic Warranty for 12 months, unlimited hours or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs during basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional John Deere Protect Maintenance agreements
- Optional John Deere Protect extended warranties
- Included John Deere Connected Support:
 - JDLINK™ Ultimate subscription for the life of the machine
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request
- StructurALL Warranty for three years / 10000 hours, whichever occurs first.
- Diesel Particulate Filter (DPF) coverage for five years / 10000 hours, whichever occurs first

*Coastline Commitment available on qualifying transaction. See your local dealer for details and Terms & Conditions.



Machines purchased from Coastline's rental fleet qualify for these provisions for the balance of any remaining basic warranty or a period of 90 days if basic warranty has expired. They qualify for the remaining duration of any StructurALL warranty and DPF coverage.

Long Beach, CA 562.272.7400

Bakersfield, CA 661.399.3600 Oxnard, CA 805.485.2106 Santa Ana, CA 714.265.5500 Santa Maria, CA 805.922.8329
Sylmar, CA 818.890.3353 Jerome, ID 208.324.2900 McCall, ID 208.634.3903 Meridian, ID 208.888.3337
Elko, NV 775.777.7070 Las Vegas, NV 702.399.2700
www.coastlineequipment.com

**Solicitation Number: RFP # 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier 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 April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

Products. 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development 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 will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **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.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier 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, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. 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 suppliers which may be used until the next printing). Supplier 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 Supplier individually or jointly with others, 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

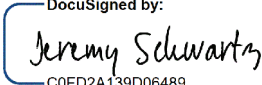
Intentionally Omitted.

22. CANCELLATION

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

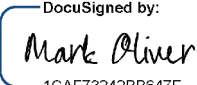
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Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

**John Deere Construction Retail Sales a
division of John Deere Shared Services LLC,
DBA John Deere Construction Retail Sales**

DocuSigned by:

1CAF73242BB647F...

By: _____
Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: John Deere Shared Services LLC

Does your company conduct business under any other name? If yes, please state: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive
Moline, IL 61265

Contact: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Phone: 309-207-0431

HST#: 36-2382580

Submission Details

Created On: Monday November 28, 2022 09:24:58

Submitted On: Thursday January 12, 2023 14:48:05

Submitted By: Brooke DeVol

Email: ForsbergBrookeL@JohnDeere.com

Transaction #: 17731346-34ec-484a-83d5-3fc1c1f49270

Submitter's IP Address: 165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	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):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	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.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	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.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	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?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	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.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	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?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	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?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

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 *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	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.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	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?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.
38	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?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.
39	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.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGrade™ grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	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.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	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.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	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.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	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?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

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 *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as 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?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	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?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

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 *	
57	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.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	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.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	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.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	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.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcwell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcwell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.
67	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.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcwell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcwell.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	☒ Yes ☐ No	
72	Motor Graders	☒ Yes ☐ No	
73	Wheeled and tracked excavators	☒ Yes ☐ No	
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	☒ Yes ☐ No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	☐ Yes ☒ No	
76	Accessories or attachments for the offering in #71-75 above	☒ Yes ☐ No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	☒ Yes ☐ No	Link Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	☒ Yes ☐ No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	☒ Yes ☐ No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	☒ Yes ☐ No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	☐ Yes ☒ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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."
- [Pricing](#) - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
 - [Financial Strength and Stability](#) - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
 - [Standard Transaction Document Samples](#) - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
 - [Upload Additional Document](#) - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

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 Sourcewell 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 Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell 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 Sourcewell 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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☒	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☒	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☒	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☒	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☒	1

Bill To FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Requisition 00250242-00 FY 2025 Acct No: 15433006-774400 Review: Buyer: mharris Status: Approved	Page 1
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Vendor INLAND KENWORTH (US), INC 1600 WASHINGTON BLVD MONTEBELLO, CA 90640	Ship To PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityorpalmdale.org Delivery Reference ADAM DYER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/24	012787	08/22/24	DESTINATION/NET	45	GOVERNMENT FACILITIES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
Oct 2nd council meeting				
001	Kenworth T480 4k water truck	1.00	217344.82000	217344.82
		EA		
Vendor Item				
1	15433006-774400		217344.82	

[Requisition Link](#)

Requisition Total 217344.82

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	217344.82	1173086.61

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	08/22/24	Adam Dyer	e-mail notification sent
E-mail	08/22/24	Bruce Roadhouse	e-mail notification sent
E-mail	08/22/24	Hamed Hashemian	e-mail notification sent
E-mail	08/22/24	Stephanie Autry	e-mail notification sent
E-mail	08/22/24	Salvador Mendez	e-mail notification sent
E-mail	08/22/24	Janelle Samson	e-mail notification sent
E-mail	08/22/24	Matthew Harris	e-mail notification sent
E-mail	08/22/24	Candice Mantell	e-mail notification sent
E-mail	08/22/24	Dawn McIntosh	e-mail notification sent

Bill To FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Requisition 00250242-00 FY 2025 Acct No: 15433006-774400 Review: Buyer: mharris Status: Approved	Page 2
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Vendor INLAND KENWORTH (US), INC 1600 WASHINGTON BLVD MONTEBELLO, CA 90640	Ship To PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityorpalmdale.org Delivery Reference ADAM DYER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/24	012787	08/22/24	DESTINATION/NET 45	GOVERNMENT FACILITIES	

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			



BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

1600 Washington Boulevard

Montebello, CA 90640

Phone : (323) 278-4100 Fax: (323) 278-4199

DATE:	8/22/2024	BUYER'S NAME:	Palmdale City Of
ADDRESS:	38300 Sierra Hwy	PHONE:	
CITY:	Palmdale	STATE:	Ca
ZIP:	93550		

QUANTITY:	1	NEW:	New	COLOR:	White	DESCRIPTION:
YEAR:	2025	MAKE:	Kenworth	MODEL:	T480	(1) T480 60K 4K Water Truck Sourcewell Contract #032824-KTC
SERIAL # (s):	4Q24 CARB24 SLOT					
STOCK # (s):	NEW 2025 CHASSIS					

SALESPERSON: Dave Hand

Price / Unit	Qty	Purchase Total
\$197,122.29	1	\$197,122.29
FET		\$0.00
Documentation		\$0.00
Sales Tax		\$20,205.03
Ext. Warranty		\$0.00
Administration		\$0.00
License & Title		\$0.00
Insurance Waiver		\$0.00
Tire Disposal Fee		\$17.50
Out of State Delivery		\$0.00
Total		\$217,344.82
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$217,344.82

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER , THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS AND ANY ADDENDUM, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature

Title

Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature

Title

Date

THANK YOU FOR YOUR BUSINESS!

ADDITIONAL TERMS AND CONDITIONS

1. **INTEREST CHARGES:** Buyer will complete the sale by paying all monies owed to the Seller with Good Funds or by completing all financing documents required to close the deal no more than 30 days after the equipment has been invoiced to Seller. Should the sale not be completed on or before this date, the Buyer agrees to pay interest at a rate of 12.00% compounded annually.
2. **TRADE DELIVERY:** When the purchased equipment is ready for delivery and all the obligations of the Seller are met. The Seller will notify the Buyer and the Buyer will have 2 days to complete the sale by delivering the trade equipment to the Seller (if applicable).

BUYER'S INITIALS

NOTE: THE TERMS AND CONDITIONS ON PAGE 3 HEREOF

TERMS AND CONDITIONS

1. As used in this Agreement (a) "Seller" means Inland Kenworth (US), Inc., a corporation, (b) "Buyer" means the party executing this Agreement as shown on page 1, (c) "Manufacturer" means the entity that manufactured the Vehicle as shown on page 1 and (d) "Vehicle" means and includes the vehicle(s), chassis equipment and/or accessory(ies) ordered and purchased by Buyer as identified on page 1. It is understood and agreed by Buyer that (i) Seller is not the agent of Manufacturer for any purpose, and (ii) Seller and Buyer are the only parties to this Agreement and Manufacturer is not a party nor a third party beneficiary to this Agreement.
2. An order from Buyer shall only be deemed placed when this Agreement has been signed by both the Buyer and Seller which shall be the only method by which Buyer commits to purchase the Vehicle and Seller commits to sell the Vehicle unless otherwise agreed by Buyer and Seller in writing, signed by both parties. Buyer shall fully cooperate with Seller in connection with such order and delivery of the Vehicle, including executing any documents and doing such acts as may be reasonably requested by Seller. Seller makes no representation or warranty regarding the timing of delivery of the Vehicle, which is dependent on factors outside of Seller's control.
3. Buyer acknowledges that Manufacturer has reserved the right to change the price and/or design of any product being purchased by Buyer hereunder at any time without notice and in its sole discretion. If Seller is unable to procure the Vehicle(s) as specifically ordered by Buyer for any reason outside the control of Seller, including a change in the price or design as set forth in this Agreement by reason of Manufacturer's change in price or design, this Agreement shall be deemed cancelled and terminated immediately. Buyer agrees that Seller's inability to procure the Vehicle(s) and the subsequent cancellation and termination of this Agreement are not a breach of this Agreement by Seller. Seller shall notify Buyer of the cancellation of this Agreement. In the event of such cancellation and termination, neither Buyer nor Seller shall have any further legal or equitable remedy against the other as to the cancellation or termination. Seller retains all legal or equitable rights and remedies as to any breach of this Agreement that occurred prior to the cancellation and termination, subject to the terms and conditions herein.
4. If Buyer is trading a used motor vehicle (the "trade-in vehicle") as a part of the consideration for the purchase of the Vehicle as provided herein, such trade-in vehicle shall not be delivered to Seller without Seller's prior written consent, unless and until Seller delivers to Buyer the Vehicle ordered by Buyer. If the trade-in vehicle is delivered to Seller before delivery of the Vehicle ordered by Buyer, Seller shall store such trade-in vehicle as an accommodation to Buyer at Buyer's expense and the risk of loss as to such trade-in vehicle shall remain with Buyer. Buyer's trade-in vehicle shall be reappraised at the time of delivery to Buyer of the Vehicle purchased by Buyer and the reappraised value shall determine the actual trade allowance for the trade-in vehicle to be applied against the purchase price for the Vehicle being purchased by Buyer. Buyer understands that the original trade allowance for the trade-in vehicle is an estimated value and the reappraised value shall be determinative of the actual trade allowance even though less than the original trade allowance. If the trade-in vehicle's reappraised value is less than its original trade allowance, Buyer shall pay to Seller the difference at the time of delivery of the trade-in vehicle. At the time of delivery of the trade-in vehicle to Seller, Buyer shall deliver to Seller the certificate of title for the trade-in vehicle. Buyer warrants that the trade-in vehicle shall be delivered to Seller free and clear of all liens and encumbrances except as otherwise noted herein, and Buyer agrees to indemnify and defend Seller against any such liens or encumbrances. The certificate of title to the trade-in vehicle (1) shall not be a "salvage title certificate" issued by any Department of Motor Vehicles, and (2) shall not be a certificate of title issued by any other authority indicating that the trade-in vehicle has been reconstructed or repaired by reason of collision or other damage.
5. The purchase price for the Vehicle being purchased by Buyer hereunder may but does not necessarily include reimbursement for federal excise taxes, but it does exclude any federal, state or local sales, use, occupational or like taxes or duties now in force or enacted in the future unless expressly so stated. Any such tax, fee or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer (exclusive of taxes on net income) shall be paid by Buyer in addition to the purchase price for the Vehicle. If Seller is required to pay any such tax, fee or charge, at the time of sale of thereafter, Buyer shall reimburse Seller therefore.
6. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE BEING PURCHASED HEREUNDER WHETHER NEW OR USED. THE PURCHASE OF ANY USED VEHICLE FROM SELLER SHALL BE ON AN "AS-IS, WHERE IS" BASIS UNLESS SELLER DELIVERS TO BUYER A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT. EXCEPT AS PROVIDED BY THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.
7. BUYER AGREES THAT ITS SOLE LEGAL AND EQUITABLE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY SELLER, INCLUDING SELLER'S FAILURE TO DELIVER TO BUYER THE VEHICLE ORDERED BY BUYER UNDER THIS AGREEMENT, SHALL BE TO REQUIRE SELLER TO RETURN TO BUYER ANY FUNDS DELIVERED TO SELLER BY BUYER FOR THE PURCHASE OF THAT VEHICLE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY BUYER OR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, WHETHER FOR BREACH OF THIS AGREEMENT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE.
8. If Buyer breaches this Agreement, including but not limited to by failing to purchase any Vehicle ordered by Buyer, in addition to any other remedy available to Seller at law or in equity, (i) Buyer shall indemnify and hold harmless Seller from any loss, damage, liability, cost and expense incurred by Seller in connection with Buyer's order or in connection with this Agreement, (ii) Buyer shall pay to Seller the full measure of Seller's lost profits expected from this Agreement and overhead regardless of whether Seller resells the Vehicle, as well as any other general or incidental damages and costs incurred by Seller, including cost of resale of the Vehicle; (iii) Seller may resell the ordered Vehicle and retain any and all amounts paid without credit or refund to Buyer; (iv) Seller may repossess all or any portion of the Vehicle sold to Buyer; and/or (v) Seller shall retain the total deposit, which is non-refundable, from Buyer for this Agreement. Buyer agrees that in the event of Buyer's breach of this Agreement, Seller is a lost-volume seller. Seller is not required to mitigate its damages from breach of this Agreement, nor does any such mitigation reduce the liability of Buyer for the full measure of damages as described herein.
9. No modification, change or amendment to this Agreement or waiver of any term hereof shall be deemed effective unless made in writing and signed by both of the parties. Time is of the essence for this Agreement and each of the party's obligations hereunder. This Agreement shall be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns; provided, however, Buyer may not assign this Agreement without Seller's prior written consent and any such attempted assignment without Seller's written consent shall be void. This Agreement shall be governed under the laws of the state in which Seller's business is located. Any legal action for any and all claims related to this Agreement, including to enforce its terms or to seek damages or any other remedy by reason of its breach, shall be brought in the state or federal courts with the appropriate jurisdiction of the county in which Seller's business is located. If any portion of this Agreement is found to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If suit is brought in connection with this Agreement, including to enforce this Agreement or recover damages or any other remedy by reason of its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, both at trial and on appeal, together with any costs and expenses incidental to any such proceedings. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior agreements, representations and understandings of the parties regarding the subject matter hereof. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed the same instrument. The failure by Seller to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions, nor affect the validity of this Agreement or any part thereof, or the right of Seller to thereafter enforce such provision. Buyer acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein. Buyer represents and warrants that it intends to use the Vehicle for commercial purposes only and not for personal, family, household or consumer purposes.
10. All demands, notices, consents, or other communications required or permitted to be given under this Agreement by either party, shall be sent to the other party at the address set forth herein and/or email addresses provided, and shall be deemed to have been duly given (1) if sent by email to the email address(es) provided, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, (3) if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by United States mail and a transmission receipt is provided, or (4) if delivered by personal delivery, when delivered.
11. Seller reserves a purchase money security interest in the Vehicle sold hereunder and the proceeds thereof in the amount of the purchase price until the purchase price for the Vehicle has been paid in full. Buyer shall perform all acts necessary or appropriate to assist Seller in perfecting and maintaining such security interest.

Please Initial
For Buyer _____

CARB COMPLIANCE ADDENDUM

1. In addition to the Terms and Conditions set forth in this Agreement, Buyer acknowledges and agrees that Buyer is solely responsible for ensuring compliance with all State and Federal laws or regulations with respect to use of the Vehicle.
2. Buyer further acknowledges represents, warrants, and agrees that Vehicle(s) which are to be registered, primarily used or domiciled within the state of California are subject to California Air Resources Board ("CARB") Regulations.
3. Buyer represents, warrants, and agrees that Buyer will be solely responsible and liable for any violations of any CARB Regulations related to the Vehicle(s), Seller, Buyer, or in connection with this Agreement. In addition to any other remedy available to Seller at law or in equity, Buyer shall indemnify, defend and hold harmless Seller from any loss, damage, liability, penalty, cost and expense incurred by Seller in connection with any violation of CARB Regulations related to the Vehicle, Seller, Buyer, or in connection with this Agreement.
4. Buyer acknowledges and agrees that this Addendum is an integral portion of the Agreement, that sufficient consideration has been given for this Addendum, and that Seller would not have entered into the Agreement without this Addendum. No modification, change or amendment to this Addendum or waiver of any term hereof shall be deemed effective unless made in writing and signed by both of the parties. All other terms, conditions and provisions of the Agreement apply and execution of the Agreement, including but not limited to by signature on the Buyer's Order and Purchase Agreement form, constitutes agreement to this Addendum, all of which together shall be deemed the same instrument.

Please Initial
For Buyer _____

CALIFORNIA AIR RESOURCES BOARD ("CARB") ADDENDUM

1. In addition to the Terms and Conditions set forth in this Agreement, Buyer acknowledges and agrees that Buyer is solely responsible for ensuring compliance with all State and Federal laws or regulations with respect to use of the Vehicle.
2. Buyer further acknowledges represents, warrants, and agrees that Vehicle(s) which are to be registered, primarily used or domiciled within the state of California are subject to California Air Resources Board ("CARB") Regulations.
3. Buyer represents, warrants, and agrees that Buyer will be solely responsible and liable for any violations of any CARB Regulations related to the Vehicle(s), Seller, Buyer, or in connection with this Agreement. In addition to any other remedy available to Seller at law or in equity, Buyer shall indemnify, defend and hold harmless Seller from any loss, damage, liability, penalty, cost and expense incurred by Seller in connection with any violation of CARB Regulations related to the Vehicle, Seller, Buyer, or in connection with this Agreement.
4. Buyer acknowledges and agrees that this Addendum is an integral portion of the Agreement, that sufficient consideration has been given for this Addendum, and that Seller would not have entered into the Agreement without this Addendum. No modification, change or amendment to this Addendum or waiver of any term hereof shall be deemed effective unless made in writing and signed by both of the parties. All other terms, conditions and provisions of the Agreement apply and execution of the Agreement, including but not limited to by signature on the Buyer's Order and Purchase Agreement form, constitutes agreement to this Addendum, all of which together shall be deemed the same instrument.

AGREED BY BUYER

Signature

Title

Date

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38th Place, Kirkland, WA 98033 (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 pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). 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. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

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. Sourcewell, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell 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 stated in the Proposal 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, to the extent 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

Sourcewell 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 Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell 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 Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell 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. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell 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 Sourcewell.
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. Intentionally Omitted.

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), or self-insurance in accordance with Vendor's risk management practices.

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. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

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

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.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 8/24/2020 | 3:43 PM CDT

Kenworth Truck Company,
Division of PACCAR Inc.

DocuSigned by:
By: Mike Kleespies
0B8F148A584040E...
Mike Kleespies
Title: Director Medium Duty Sales

Date: 8/24/2020 | 2:26 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

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

Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.
Address: 10630 N.E. 38th Place
Kirkland, Washington 98033
Contact: Mike Kleespies
Email: mike.kleespies@paccar.com
Phone: 813-455-1248
HST#: 916029712

Submission Details

Created On: Monday May 04, 2020 13:34:50
Submitted On: Tuesday June 09, 2020 12:25:16
Submitted By: Mike Kleespies
Email: mike.kleespies@paccar.com
Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286
Submitter's IP Address: 165.225.223.59

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):	Kenworth Truck Company, Division of PACCAR Inc.	*
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000 PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400	*
3	Proposer website address:	www.kenworth.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):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none	

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.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
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.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
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.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	- 2019 Kenworth Recognized as Top Workplace for Women in Transportation - 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant. - 2018 Paccar Ste. Therese Plant Receives Frost & Sullivan Manufacturing Leadership Award. - 2018 Kenworth Renton Plant receives King County Environmental Honor - 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County - 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA - 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award - 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility. - 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year - 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award A copy of press release for each award is also uploaded in the additional documents section.	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
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?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.	*
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?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.	*

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 *	
Cullman City	Wesley Moore	256-775-7110	*
City of Prattville	Dale Gandy	334-850-0726	*
Jefferson County	Mike McDermotte	205-325-5101	*

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 *	
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million	*
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million	*
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million	*
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million	*
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million	*

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.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.	*
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations accross U.S and Canada. A list of dealer location is uploaded to supporting documents.	*
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.	*
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.	- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service. - Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer. - Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge. * Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis. * Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer. * Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering. - In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required. - We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop. - KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcwell 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?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

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.	The primary method of promoting this contract will be through our dealers. We have a Sourcwell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcwell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcwell contract at trade shows that Kenworth Truck Company participates directly.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcwell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
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.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.	*

37	Describe any technological advances that your proposed products or services offer.	Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional. - Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears. - Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision. • Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.	*
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.	Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined. Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.	*
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.	Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions. Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.	*
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.	There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.	*
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?	Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.	*

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?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.	*
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?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at www.kenworth.com . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.	*
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?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.	*
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
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49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
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?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's 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.	All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows: 1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need. 2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer. 3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant. 4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution. 5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member. 6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents. 7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management. 8. Dealer accepts members order. 9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order. 10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount. 11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification. 12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.	*
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?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix. Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members. See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body. Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services. Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%. Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%. Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight & warranty & surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.
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.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. . *
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined. *

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.	All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.	*
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.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

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.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
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.)	The proposed administrative fee to Sourcewell is \$750 per unit.

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.	All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company. The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution. All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is our intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract. Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs. Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.

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	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	☒ Yes ☐ No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	☒ Yes ☐ No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	☒ Yes ☐ No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	☐ Yes ☒ No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

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.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service. Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
 - [Marketing Plan/Samples](#) - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
 - [WMBE/MBE/SBE or Related Certificates](#) - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
 - [Warranty Information](#) - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
 - [Pricing](#) - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
 - [Additional Document](#) - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

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. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR 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	☒	--



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DISTRICT: 4

SUBJECT: APPROVE FINAL TRACT MAP NO. 66204 (LOCATED AT THE
NORTHEAST CORNER OF AVENUE R-8 AND DEVILLE STREET)

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Final Tract Map No. 66204 (located at the northeast corner of Avenue R-8 and Deville Street);
2. Authorize the City Clerk to execute the City Clerk's Statement and Special Assessments Statement; and,
3. Authorize the City Engineer to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Tract Map No. 66204, located at the northeast corner of Avenue R-8 and Deville Street, is a 3.0-acre subdivision, legally creating ten single-family residential lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The applicant for this development is Palm Logistics Corporation, a California Corporation. The Planning Commission approved the tentative tract map on March 8, 2018, with Resolution No. PC-2018-007.

DISCUSSION

This final tract map is consistent with the tentative tract map, and all final map conditions of approval that apply to the recordation of the final map have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy, verified it complies with the Subdivision Map Act, and deemed this Final Tract Map as 'timely filed'.

FISCAL IMPACT

\$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

- A. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Hamed Hashemian, P.E., City Engineer
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Tract Map No. 66204

TRACT NO. 66204

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 6 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN
AND THAT PORTION THEREOF SHOWN AS PARCEL "B" IN LOT LINE ADJUSTMENT NO. 398
RECORDED AUGUST 10, 1990 AS INSTRUMENT NO. 90-1395565, OFFICIAL RECORDS.

10 LOTS ROBERT WALKER L.S. 7137 3.0 ACRES
TENTATIVE MAP EXPIRATION DATE: DECEMBER 31, 2024

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE FURTHER STATE THAT, EXCEPT AS SHOWN ON THIS MAP, WE KNOW OF NO EASEMENTS OR STRUCTURES EXISTING WITHIN THE EASEMENTS HEREBY OFFERED FOR DEDICATION TO THE PUBLIC, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS, OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO SAID EASEMENTS.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF AVENUE R-8 WITHIN OR ADJACENT TO THIS SUBDIVISION REMAINS A PUBLIC STREET, WE HEREBY DEDICATE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO SAID STREET. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

AND WE HERBY IRREVOCABLY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

AS EASEMENTS FOR PUBLIC PURPOSES ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP;

AND WE HEREBY OFFER TO DEDICATE REAL PRPERTY TO THE CITY OF PALMDALE:

IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, MAINTENANCE, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

EASEMENTS FOR PUBLIC PURPOSES FOR PUBLIC DRAINAGE, UTILITY, LANDSCAPING AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES.

PALM LOGISTICS CORP., A CALIFORNIA CORPORATION

JUAN VALDEZ CICCARELLI, PRESIDENT

JOSEPH CICCARELLI, TREASURER

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

MY COMMISSION EXPIRES _____

COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

MY COMMISSION EXPIRES _____

COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
(NOTARY SEAL NOT REQUIRED, PER GOVERNMENT CODE 66436)

SIGNATURE OMISSION NOTES:

THE SIGNATURES OF BARRY L. BURKHALTER AND MILDRED M. BURKHALTER, HOLDERS OF AN EASEMENT FOR ROAD AND UTILITY PURPOSES FOR COMMON USE, BY DEED RECORDED JULY 8, 1966 AS INSTRUMENT NO. 1566, OFFICIAL RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED PURSUANT TO SECTION 66436.(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURE OF THE CITY OF PALMDALE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES BY DEED RECORDED MAY 25, 1993 AS INSTRUMENT NO. 93-983880, OFFICIAL RECORDS OF LOS ANGELES COUNTY, HAVE BEEN OMITTED PURSUANT TO SECTION 66436.(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE, AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY.

BASIS OF BEARINGS:

THE BEARING OF NORTH 89°24'45" WEST ON THE CENTERLINE OF AVENUE R-8 AS SHOWN ON TRACT NO. 45926, FILED IN BOOK 1109, PAGES 19-22 OF MAPS WAS USED AS THE BASIS OF THE BEARINGS SHOWN HEREON.

SOILS REPORT

IN ACCORDANCE WITH SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A SOILS REPORT WAS PREPARED BY HILLTOP GEOTECHNICAL, INC., DATED MARCH 9, 2006, PROJECT NO. 563-A06, AND UPDATED MAY 21, 2013, AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

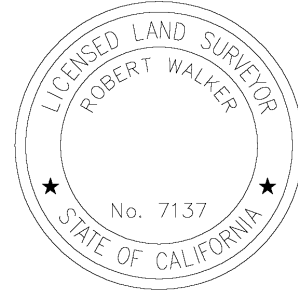
MONUMENT NOTES:

- 1.) ALL 2" IRON PIPES TAGGED LS 7137 TO BE SET FLUSH, AS NOTED.
- 2.) ALL SPIKES AND WASHERS TAGGED LS 7137 AT ALL STREET CENTERLINE INTERSECTIONS, BEGINNINGS OF CURVES, ENDS OF CURVES AND TRACT LINE INTERSECTIONS WILL BE SET DOWN 0.04'.
- 3.) LEAD WITH TACK AND TAG MARKED LS 7137 TO BE SET IN TOP OF CURB ON PROLONGATION OF ALL LOT LINES ALONG STREETS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PALM LOGISTICS CORP. IN JULY 2021. I HEREBY STATE THAT THIS SUBDIVISION SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE TRACT MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THE NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN HEREON.

ROBERT WALKER L.S. 7137 DATE



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF PALMDALE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



FREDERICK R. JONES, JR., L.S. 5458 DATE
LAND SURVEYOR, CITY OF PALMDALE

SPECIAL ASSESSMENTS STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF PALMDALE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

ROCHELLE SCOTT DATE
CITY CLERK, CITY OF PALMDALE

CITY CLERK'S STATEMENT:

I, ROCHELLE SCOTT, CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, AND THAT THEREUPON SAID DATE, COUNCIL DID, BY AN AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

ACCEPT THE OFFER OF DEDICATION OF THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO AVENUE R-8 AS SHOWN ON SAID MAP;

ACCEPT THE OFFER OF DEDICATION AND GRANT IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, STORM DRAIN SYSTEMS, APPURTENANT STRUCTURES, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF;

ACCEPT THE OFFER OF DEDICATION AND GRANT OF THE EASEMENTS FOR PUBLIC PURPOSES FOR DRAINAGE, UTILITY, LANDSCAPING AND MAINTENANCE PURPOSES SO DESIGNATED ON SAID MAP, AND ALL USES INCIDENT THEREOF, INCLUDING THE RIGHT TO MAINTAIN THE IMPROVEMENTS AND MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES;

THE CITY OF PALMDALE CONSENTS TO THE RECORDATION OF THE WITHIN IRREVOCABLE OFFER TO DEDICATE FOR FUTURE STREET AS SHOWN ON SAID MAP, AND RESERVES THE RIGHT TO ACCEPT SAID OFFER TO DEDICATE AT A LATER DATE. THIS CONSENT IS NOT A PRESENT ACCEPTANCE OF THE OFFER TO DEDICATE.

ROCHELLE SCOTT DATE
CITY CLERK, CITY OF PALMDALE

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE EASEMENTS DESCRIBED HEREIN BELOW. SAID ABANDONMENT IS FOR THOSE PORTIONS OF THE EASEMENTS WHICH EXIST WITHIN THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP. SAID EASEMENTS TO BE ABANDONED ARE NOT SHOWN ON THIS MAP:

AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES ACQUIRED BY THE CITY OF PALMDALE PER DOCUMENT RECORDED MAY 25, 1993 AS INSTRUMENT NO. 93-983880, OFFICIAL RECORDS OF LOS ANGELES COUNTY (DRIFTWOOD PLACE).

ROCHELLE SCOTT DATE
CITY CLERK, CITY OF PALMDALE

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 66204 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

3.00 ACRES

LEGEND:

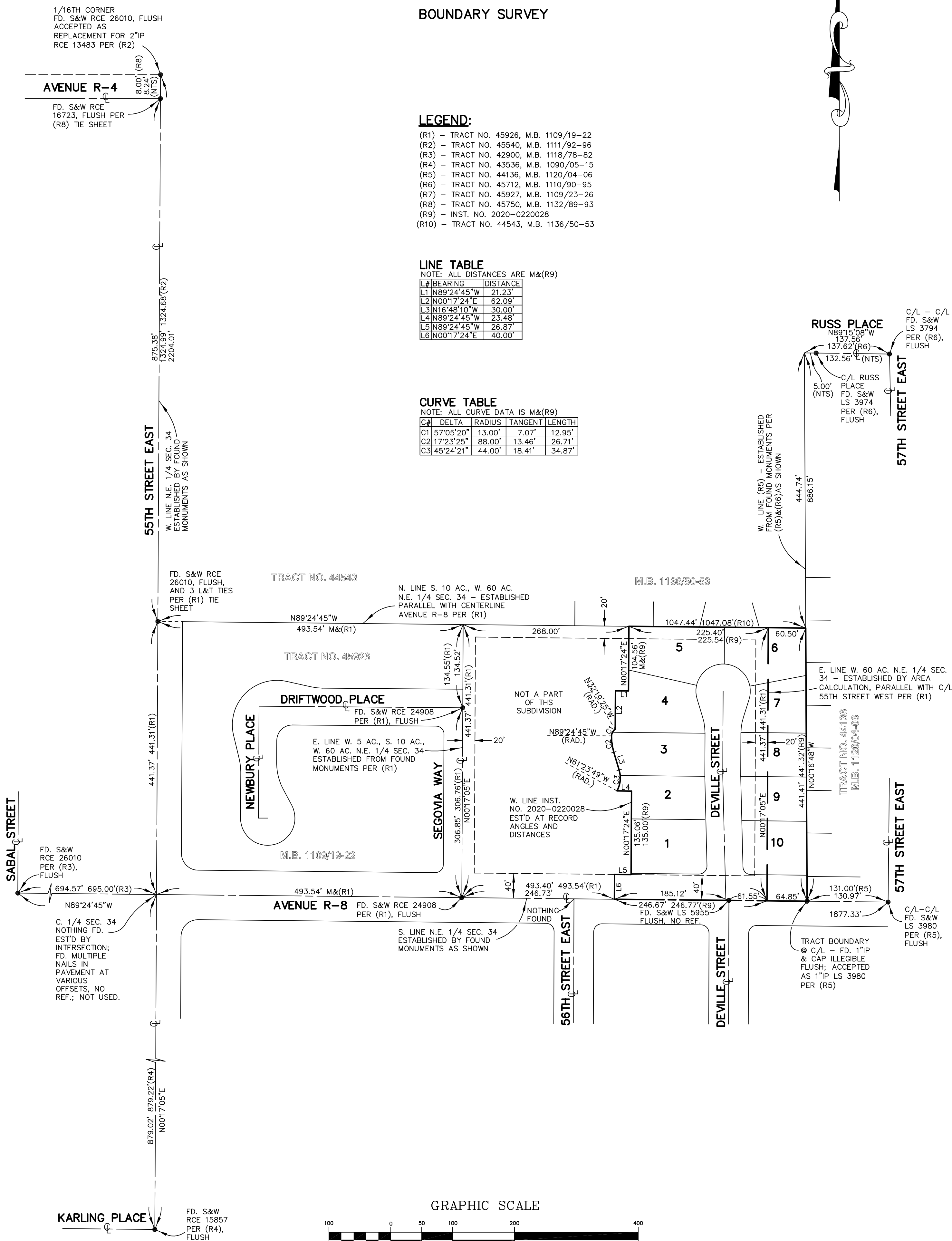
- (R1) – TRACT NO. 45926, M.B. 1109/19–22
(R2) – TRACT NO. 45540, M.B. 1111/92–96
(R3) – TRACT NO. 42900, M.B. 118/78–82
(R4) – TRACT NO. 43536, M.B. 1090/05–15
(R5) – TRACT NO. 44136, M.B. 1120/04–06
(R6) – TRACT NO. 45712, M.B. 1110/90–95
(R7) – TRACT NO. 45927, M.B. 1109/23–26
(R8) – TRACT NO. 45750, M.B. 1132/89–93
(R9) – INST. NO. 2020–0220028
(R10) – TRACT NO. 44543, M.B. 1136/50–53

NOTE: ALL DISTANCES ARE M&(R9)

L#	BEARING	DISTANCE
L1	N89°24'45"W	21.23'
L2	N00°17'24"E	62.09'
L3	N16°48'10"W	30.00'
L4	N89°24'45"W	23.48'
L5	N89°24'45"W	26.87'
L6	N00°17'24"E	40.00'

CURVE TABLE
NOTE: ALL CURVE DATA IS M&(R9)

C#	DELTA	RADIUS	TANGENT	LENGTH
C1	57°05'20"	13.00'	7.07'	12.95'
C2	17°23'25"	88.00'	13.46'	26.71'
C3	45°24'21"	44.00'	18.41'	34.87'



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

TRACT NO. 66204

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

10 LOTS ROBERT WALKER L.S. 7137 3.00 ACRES

TRACT NO. 44543, M.B. 1136/50-53

CURVE TABLE

C#	DELTA	RADIUS	LENGTH
C1	57°05'20"	13.00'	12.95'
C2	17°23'25"	88.00'	26.71'
C3	45°24'21"	44.00'	34.87'
C4	33°35'40"	44.00'	25.80'
C5	11°48'41"	44.00'	9.07'
C6	27°09'03"	13.00'	6.16'
C7	29°56'17"	13.00'	6.79'
C8	17°23'25"	88.00'	26.71'
C9	09°49'08"	88.00'	15.08'
C10	07°34'17"	88.00'	11.63'
C11	17°23'25"	88.00'	26.71'
C12	01°01'37"	88.00'	1.58'
C13	16°21'48"	88.00'	25.13'

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LEGEND

● — PROPERTY BEING SUBDIVIDED BY THIS MAP



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
INNOVATION & ENVIRONMENTAL DIVISION

DISTRICT: ALL

SUBJECT: APPROVE THE SECOND AMENDMENT TO THE AGREEMENTS WITH ATS COMMUNICATIONS AND RIVER OAKS COMMUNICATIONS FOR WIRELESS COMMUNICATION SERVICES, TO INCREASE EACH AGREEMENT BY \$100,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$195,000 PER AGREEMENT AND EXTEND THE TERM FOR EACH AGREEMENT BY 365 CALENDAR DAYS FOR A TOTAL OF 1,461 CALENDAR DAYS PER AGREEMENT

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Second Amendment to Agreement No. A-7999 with ATS Communications for wireless communication services to increase the Agreement by \$100,000 for a total not to exceed amount of \$195,000 and extend the term by 365 calendar days for a total of 1,461 calendar days;
2. Authorize the City Manager or her designee to execute the Second Amendment to Agreement No. A-7999 with ATS Communications, including making minimal and/or non-substantial changes;
3. Approve the Second Amendment to Agreement No. A-8000 with River Oaks Communications for wireless communication services to increase the Agreement by \$100,000 for a total not to exceed amount of \$195,000 and extend the term by 365 calendar days for a total of 1,461 calendar days; and,
4. Authorize the City Manager or her designee to execute the Second Amendment to Agreement No. A-8000 with River Oaks Communications, including making minimal and/or non-substantial changes.

Report to Mayor and City Council

Re: Second Amendments to Agreements No. A-7999 with ATS Communications and No. A-8000 with River Oaks Communications

October 2, 2024

Page 2

BACKGROUND

In November 2021 the City released a Request for Proposal (RFP) for wireless communication services. Two responses were received, and upon review, staff selected both ATS Communications (ATS) and River Oaks Communications (River Oaks) as the most qualified firms. On July 13, 2022, the City Manager signed consultant services contracts with both ATS and River Oaks, each for \$95,000 with a contract term of three years with two optional one-year extensions. The first amendment was executed to incorporate ARPA language into the agreement. ATS' scope of work includes working with Wireless Communication Facilities (WCF) as a liaison for the City to ensure all steps are followed concerning the modification of towers and new WCF sites. River Oaks' scope of work includes providing guidance, policy review, and analysis on lease agreements, fiber installation, small-cell policies, and micro trenching policies.

DISCUSSION

ATS COMMUNICATIONS

The City has 14 WCFs that are currently managed by the City and ATS. The increase in budget will allow ATS to continue assisting the City in working with wireless companies until the end of their contract. The extension would also help with the potential start of small-cell installations.

ATS negotiates lease agreements for the City to ensure that it receives a fair value for the use of its assets. With fifteen (15) years of experience in the wireless industry, ATS has helped the City navigate issues outside its expertise.

ATS has proven its experience in providing services for government, institutions, and corporations, demonstrates records of high-quality and timely delivery of goods and services, and provides a well-established, documented, and effective quality control program. They provide feedback and solutions promptly and demonstrate coordination of work with subcontractors and customers for minimum interference.

RIVER OAKS COMMUNICATIONS

Wireless communications projects, including but not limited to fiber, WCF, and small cell services, require a detailed look at new laws, policies, and contracts. River Oaks, with over three decades of experience in telecommunications, wireless, and other projects, has demonstrated its high-quality work through detailed and well-thought-out review of documents, agreements, and policies completed for the City. Increasing the Agreement amount and extending the term will allow River Oaks to continue assisting the City in

Report to Mayor and City Council

Re: Second Amendments to Agreements No. A-7999 with ATS Communications and
No. A-8000 with River Oaks Communications

October 2, 2024

Page 3

aligning policies and projects with California Public Utilities Commission (CPUC) guidelines.

River Oaks has ensured that lease agreements, ordinance changes, and wireless communication facility master plans are thoroughly reviewed and well-drafted. They provide feedback and solutions promptly and demonstrate efficient coordination of work with the City Attorney's Office and staff.

FISCAL IMPACT

\$200,000; Funds, \$100,000 for each agreement, are allocated in Account No.10134002-721400 for Fiscal Year 2024-25.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services

- D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs

Goal III: Invest in infrastructure to improve community livability.

- C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Hamed Hashemian, P.E., City Engineer
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-7999 Second Amendment with ATS Communications
Agrmt No. A-7999 First Amendment with ATS Communications
Agrmt No. A-7999 with ATS Communications
Agrmt No. A-8000 Second Amendment with River Oaks Communications
Agrmt No. A-8000 First Amendment with River Oaks Communications
Agrmt No. A-8000 with River Oaks Communications

**2nd AMENDMENT TO AGREEMENT A- 7999
BETWEEN THE CITY OF PALMDALE AND ATS COMMUNICATIONS**

This 2nd Amendment to Agreement No. A-7999 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and ATS COMMUNICATIONS (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 13, 2022 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Provide consulting services pertaining to wireless communication facilities, policy, and contracts. To collaborate with the City to review policies, agreements, and manage cell towers pertaining wireless facilities and small cell infrastructure.

WHEREAS, the parties desire to amend the Original Agreement to:

Increase compensation in the amount of \$100,000 for the CONSULTANT to continue to provide services pertaining to wireless communication facilities, policies and contracts.

Increase length of the contract term by (365 days) one year for the CONSULTANT to continue to provide services.

NOW THEREFORE, the parties agree as follows:

Section 4 the following will be added to the contract term section. The term of this contract will increase (365 days) one year.

Section 9.1. the following will be added to the description of Compensation in Section The CITY will increase the amount of compensation by \$100,000; not to exceed the total sum of the agreement of one hundred ninety-five thousand dollars (\$195,000).

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

ATS COMMUNICATIONS:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

SIGNATURE AREA

Tony Ingegneri
President

ADDRESS FOR NOTICE:
ATS COMMUNICATIONS
4195 Chino Hills Pkwy
Chino Hills, CA

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

----- INTERNAL USE ONLY -----

- ☐ Certificate(s) and Endorsement(s) attached
- ☐ Confirmed business name on contract with certificate(s)
- ☐ Original contract and previous amendment(s) (if any) are attached
- ☐ Attached Agreement Checklist and met all requirements

**FIRST AMENDMENT TO AGREEMENT A-7999
BETWEEN THE CITY OF PALMDALE AND ATS COMMUNICATION**

This first Amendment to Agreement No. A-7999 ("Agreement") between the City of Palmdale and ATS COMMUNICATION is made and entered into this 3 day of January, 2023 by and between the City of Palmdale (hereinafter called "CITY") and ATS COMMUNICATION (hereinafter called "CONSULTANT").

WHEREAS, the CITY and CONSULTANT entered into an agreement to provide:

Provide consulting services pertaining to wireless communication facilities, policy, and contracts. To collaborate with the City to review policies, agreements, and manage cell towers pertaining wireless facilities and small cell infrastructure.

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract, and if required, is duly registered under the laws of the State of California.

WHEREAS, the parties desire to amend the Agreement to clarify the Description of Work and provide for American Rescue and Recovery Act funding and contract requirements.

NOW THEREFORE, the parties agree as follows:

Section 1. The following shall be added to the Description of Work in Section 1.1:

The work that is being provided will help regulate and grow the wireless and broadband infrastructure of the City of Palmdale in order to serve locations without access to reliable wireline broadband service as well increase the service in locations currently underserved or not serviced by reliable broadband service

This work would also increase and improve the cellular quality of internet access in parks and open spaces to the public, and surrounding areas service those parks and open spaces.

The partnership with ATS will allow for a seamless process of upgrading and building new cellular site that would also involve emergency battery backup for cell towers, again providing for reliable service.

Work on Policy and Procedure Document with Staff to help clarify and put rules in place to make the installation and updates of the facilities as safe and effective for the CITY and the community, again ensuring reliable broadband service is increased in underserved locations.

Section 2. Section 24 is hereby added to the Agreement as follows:

24. American Rescue Plan Funding

CONSULTANT, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONSULTANT is required to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are incorporated herein below. By

executing this Contract, CONSULTANT agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

24.1 CONSULTANT agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONSULTANT for compliance with ARPA Regulations.

24.2 CONSULTANT, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

a. CONSULTANT, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONSULTANT will be required to submit data showing compliance with the above.

b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.

c. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) and all applicable standards, orders or regulations.

d. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.

e. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.

f. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements

Section 3. All other terms and conditions remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

ATS COMMUNICATION:

Ronda Perez

Signed: 1/19/2023

Ronda Perez
Interim City Manager

LG

Signed: 1/13/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy.
Palmdale, CA 93550

Tony Ingegneri

Signed: 1/17/2023

Tony Ingegneri
President

ADDRESS FOR NOTICE:
ATS COMMUNICATION
4195 Chino Hills Pkwy #605
Chino Hills, CA 91709

APPROVE AS TO FORM:

Lauren L'Eauyer

Signed: 1/19/2023

Scott E. Porter
Interim City Attorney

ATTEST:

ATTEST: If Corporation

Roxanne Faber

Signed: 1/23/2023

Roxanne Faber
Acting City Clerk

Secretary

----- INTERNAL USE ONLY -----

- Certificate(s) and Endorsement(s) attached
- Confirmed business name on contract with certificate(s)
- Original contract and previous amendment(s) (if any) are attached
- Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

LG

Signed on 2023-01-13 15:35:27 GMT

Secured by Concord™
DocumentID: NDdjYmU0YjctM2
SigningID: MmRiNGFIMjltZT
Signing date: 1/13/2023
IP Address: 72.134.173.70
Email: lgidden@cityofpalmdale.org

For
Name
Title

Tony Ingegneri

Signed on 2023-01-17 19:12:17 GMT

Secured by Concord™
DocumentID: NDdjYmU0YjctM2
SigningID: ODlxZGNhMzltYj
Signing date: 1/17/2023
IP Address: 172.115.37.40
Email: tony@atscomm.com

For
Name
Title

Lauren L'Eauyer

Signed on 2023-01-19 00:38:25 GMT

Secured by Concord™
DocumentID: NDdjYmU0YjctM2
SigningID: MWU0NjNjZDktMz
Signing date: 1/19/2023
IP Address: 24.205.36.91
Email: ln@jones-mayer.com

For
Name
Title

Ronda Perez

Signed on 2023-01-19 22:39:34 GMT

Secured by Concord™
DocumentID: NDdjYmU0YjctM2
SigningID: NjA2OGlwN2YtYz
Signing date: 1/19/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2023-01-23 20:53:59 GMT

Secured by Concord™
DocumentID: NDdjYmU0YjctM2
SigningID: Mjc5ZDhhYmItY2
Signing date: 1/23/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com

**AGREEMENT NO. A-7999
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND ATS COMMUNICATIONS**

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 13 day of July, 2022 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and ATS COMMUNICATIONS (hereinafter called "CONSULTANT").

RECITALS

WHEREAS, City desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

Provide consulting services pertaining to leasing space on city-owned infrastructure to third-party carriers, or leasing city-owned real property to third parties for the construction and operation of wireless communication facilities.

ATS will provide the following services as needed:

- Prepare properties for marketing by determining latitude, longitude and AMSL (above mean sea level) of property;
- Provide list of properties to local wireless carriers and their site acquisition subcontractors;
- Map locations for potential search rings to present to wireless carriers;
- Provide mini-SCIP for the site acquisition companies for potential candidates including aerial photos, site photos, zoning issues, property ownership clarification and other pertinent information needed by wireless carrier;
- Meet with the site acquisition person at the property for initial site feasibility walk of the property;
- Present basic requirements/conditions for developing a cell site at the property such as access issues, power, telco, underground infrastructure;
- Meet with site acquisition, radio frequency engineer, A & E team and other members of wireless carrier's subcontractors to perform more in-depth site feasibility study and

initial design determination;

- Review initial design and present to client with recommendations;
- Prepare and deliver response to wireless carrier of initial wireless site design;
- Review carrier lease contract or present client template to carrier;
- Review and modify wireless carrier Letter of Authorization agreement and present to client for review and signature;
- Review and modify wireless carrier Entry and Testing agreement and present to client for review and signature;
- Oversee the proper execution of the documents for client's internal needs;
- Review the zoning drawings on behalf of the client for their final approval for the carrier to present to the local jurisdiction;
- Monitor the zoning process of the wireless carrier to ensure no representations beyond what the client has approved are made;
- Review the construction drawings on behalf of the client for their final approval for the carrier to begin site development;
- Monitor the issuance of the construction permit by the local jurisdiction to ensure no work is performed prior the permit being received unless allowed by client;
- Perform a pre-construction site walk with the wireless carrier and their subcontractors to ensure all parties understand any requirements necessary so that client may continue their business without any unnecessary disruption of their business;
- Ensure all insurance certificates and construction bonds are in place prior to construction;
- Ensure any pre-payments, early fees, signing bonuses or capital improvement payments are paid per the terms of the agreement;
- Ensure lease payments commence and are for the correct amount;
- Monitor the on-going work activity of the wireless carrier and their subcontractor comply with client site security and safety requirements;
- Monitor construction activity to ensure the facility is built per the approved plans;
- Ensure all conditions of wireless carrier's work activity is completed including site cleanup and removal of all unnecessary materials from the site;
- Monitor the on-going activity of the site to ensure there is no enhancement to the site of the wireless carrier's business without the prior authorization of the client;
- Monitor the wireless carrier's on-going upkeep of the facility;
- Monitor the contract to ensure contract compliance and prompt payment;
- ATS will provide other wireless communication services as needed.

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

1.3 CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 CITY shall provide to CONSULTANT, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Rick Paniagua, Market Manager
Tony Ingegneri, President
Bill Lynch, Vice President Operations

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is three (3) years with the option of two (one) year amendments , commencing on July 13, 2022.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

8 CONSULTANT'S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT'S direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 CONSULTANT shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability,

damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of ninety five thousand dollars (\$95000.00), payable as follows:

Hourly Cost Proposal for ATS Personnel:

- Tony Ingegneri – President - \$220
- Bill Lynch – VP Operations - \$140
- Chris Adams – Lease/Legal - \$195
- Rick Paniagua – Market Manager -\$125
- Jacob Christman - Field Operations - \$105

Costs for Services:

Provision of a submittal guideline for use by a party wishing to license or lease land or space on city-owned facilities or to construct new facilities on private property.

Service will be based on per hour review fee not to exceed \$1,500.00. Assist City in preparing a fee schedule for new applications, modifications, and lease agreements.

Service will be based on per hour review fee not to exceed \$300.00.

Review and analysis of requestor provided submittals. Service will be based on per hour review fee not to exceed \$600.00.

Provide review of modification applications on existing lease agreement and/or sites.

Service will be based on per hour review fee not to exceed \$1,500.00.

Assist City in evaluating the design of applications requiring a discretionary review.

Service will be based on per hour review fee not to exceed \$300.00. Assist City in providing updates to the City's WCF ordinance and/or its WCF Master Plan.

Ordinance update - Service will be based on per hour review fee not to exceed \$750.00 per occurrence; WCF Master Plan update - Service will be based a per hour fee according to the scope of work (to be determined); Attending Meetings (City Council / Planning Commission) – Service fee will be a flat rate of \$500.00 per occurrence.

Review of new applications (ministerial and discretionary reviews). Service will be based on per hour review fee not to exceed \$600.00.

Review modifications to existing lease agreements. Service will be based on per hour review fee not to exceed \$1,500.00

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and

limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California
- Employer's Liability:
 - \$1,000,000.00 each accident
 - \$1,000,000.00 policy limit bodily injury
 - \$1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- \$1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- \$1,000,000.00 limit on a per occurrence basis
- \$2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- \$1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty- (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 Policies providing for bodily injury and property damage coverage shall contain the following:

- A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."
- B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the

required coverage and showing the required named insureds. Within five (5) days of written request from CITY, CONSULTANT shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.5 The requirements as to the types and limits of insurance to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify CONSULTANT's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.7 All insurance coverage must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT

shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONSULTANT arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

- A. The amount involved, together with CONSULTANT's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financially interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of \$250 or more for

professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

AC Ronda Perez 11/17/2022
Ronda Perez Date
Interim City Manager

ATS COMMUNICATIONS:

Tony Ingegneri 9-2-2022
Tony Ingegneri Date
President

ADDRESS FOR NOTICE:

CITY OF PALMDALE
38300 Sierra Hwy.
Palmdale, CA 93550

ADDRESS FOR NOTICE:

ATS COMMUNICATIONS
4195 Chino Hills Pkwy #605
Chino Hills, CA 91709

APPROVE AS TO FORM:

Scott E. Porter
Scott E. Porter
Acting City Attorney

ATTEST:

Acting Shanae S. Smith Roxanne Faber
Shanae S. Smith Roxanne Faber
City Clerk

ATTEST: If Corporation

[Signature]
Secretary

**SECOND AMENDMENT TO AGREEMENT A- 8000
BETWEEN THE CITY OF PALMDALE AND RIVER OAKS COMMUNICATIONS**

This SECOND Amendment to Agreement No. A-8000 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and RIVER OAKS COMMUNICATIONS (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 13, 2022 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

Consulting services pertaining to wireless communication facilities, policy, and contracts.

CONSULTANT will collaborate with CITY to review policies, agreements and documents pertaining to broadband (for example fiber, 5G, and small cell infrastructure).

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the agreement, and if required, is duly registered under the laws of the State of California.

WHEREAS, the parties desire to amend the Original Agreement to:

- 1) Increase compensation in the amount of \$100,000; and,
- 2) Increase the original contract term by 365 Calendar days / one-year.

NOW THEREFORE, the parties agree as follows:

Section 4 CONTRACT TERM

The term of this contract shall increase an additional 365 Calendar days / one-year for a Total Term of FOUR (4) Years from Original Commencement date, July 13 of 2022.

Section 9 COMPENSATION

Section 9.1 CITY shall pay to CONSULTANT an increased compensation amount of \$100,000 for a total not to exceed contract amount of one hundred ninety-five thousand dollars (\$195,000.00).

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

RIVER OAKS COMMUNICATIONS:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

Thomas F. Duchon
President

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

ADDRESS FOR NOTICE:
RIVER OAKS COMMUNICATIONS
710 Count Pourtales Drive
Colorado Springs, CO 80906

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

----- INTERNAL USE ONLY -----

- ☐ Certificate(s) and Endorsement(s) attached
- ☐ Confirmed business name on contract with certificate(s)
- ☐ Original contract and previous amendment(s) (if any) are attached
- ☐ Attached Agreement Checklist and met all requirements

**FIRST AMENDMENT TO AGREEMENT A-8000
BETWEEN THE CITY OF PALMDALE AND RIVER OAKS COMMUNICATIONS
CORPORATION**

This First Amendment to Agreement No. A-8000 ("Agreement") between the City of Palmdale and RIVER OAKS COMMUNICATIONS CORPORATION is made and entered into this 17 day of January, 2023 by and between the City of Palmdale (hereinafter called "CITY") and RIVER OAKS COMMUNICATIONS CORPORATION (hereinafter called "CONSULTANT").

WHEREAS, the CITY and CONSULTANT entered into an agreement to provide:

Consulting services pertaining to wireless communication facilities, policy, and contracts. To collaborate with the City to review policies, agreements and documents pertaining to broadband (for example fiber, 5G, and small cell infrastructure).

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Contract, and if required, is duly registered under the laws of the State of California.

WHEREAS, the CITY and CONSULTANT entered into an agreement effective as of July 13, 2022, wherein CONSULTANT was to provide, among other things, consulting services pertaining to wireless communication facilities, policy and contracts and to collaborate with the CITY to review existing wireless and broadband policies and agreements.

WHEREAS, the parties desire to amend the Agreement to clarify the Description of Work and provide for American Rescue and Recovery Act funding and contract requirements

NOW THEREFORE, the parties agree as follows:

Section 1. The following will be added to the Description of Work in Section 1.1

The type of work that is being provided will involve and improve broadband policy, accessibility, procedures and agreements that providers use high quality industry standard construction procedures and provide high-speed technical standards when it comes to reliable broadband service to areas that are currently served, underserved, and unserved.

The Consultant will continue to help draft policies and help develop language for agreements and broadband projects so that the City can address and review the structural integrity of fiber construction and materials being placed throughout the whole City of Palmdale for broadband including underserved and unserved areas such as schools, parks, and homes.

The Consultant will help draft agreements to set standards when it comes to small cell facilities and wireless communication facilities in City parks, streets, and right-of-way.

The Consultant's work could increase and improve the quality and affordability (given more competitive choices) of broadband internet access for more communities, residents, and stakeholders throughout the City allowing for broadband connections to be placed by providers throughout the City of Palmdale.

Section 2. Section 24 is hereby added to the Agreement as follows:

24. American Rescue Plan Funding

CONSULTANT, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONSULTANT is required to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are incorporated herein below. By executing this Contract, CONSULTANT agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

24.1 CONSULTANT agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but are not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONSULTANT for compliance with ARPA Regulations.

24.2 CONSULTANT, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

a. CONSULTANT, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONSULTANT will be required to submit data showing compliance with the above.

b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.

c. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) and all applicable standards, orders or regulations.

d. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.

e. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.

f. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

Section 3. All other terms and conditions of the Agreement remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

RIVER OAKS COMMUNICATIONS
CORPORATION:

Ronda Perez

Signed: 1/19/2023

Ronda Perez
Interim City Manager

LG

Signed: 1/17/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy.
Palmdale, CA 93550

Thomas F. Duchon, President

Signed: 1/18/2023

Thomas F. Duchon
President

ADDRESS FOR NOTICE:
RIVER OAKS COMMUNICATIONS
CORPORATION
710 Count Pourtales Drive
Colorado Springs, CO 80906

APPROVE AS TO FORM:

Lauren L'Ecuier

Signed: 1/19/2023

Scott E. Porter
Interim City Attorney

ATTEST:

ATTEST: If Corporation

Roxanne Faber

Signed: 1/23/2023

Roxanne Faber
Acting City Clerk

Secretary

----- INTERNAL USE ONLY -----

- Certificate(s) and Endorsement(s) attached
- Confirmed business name on contract with certificate(s)
- Original contract and previous amendment(s) (if any) are attached
- Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title

LG

Signed on 2023-01-17 19:24:32 GMT

Secured by Concord™
DocumentID: YzllNTgyN2EtND
SigningID: MTg0ZTIkMjEtOT
Signing date: 1/17/2023
IP Address: 206.171.111.149
Email: lgidden@cityofpalmdale.org

For
Name
Title

Thomas F. Duchon, President

Signed on 2023-01-18 23:33:05 GMT

Secured by Concord™
DocumentID: YzllNTgyN2EtND
SigningID: ZWY3YzM3YzItOD
Signing date: 1/18/2023
IP Address: 76.154.47.0
Email: tduchen@rivoaks.com

For
Name
Title

Lauren L'Eauyer

Signed on 2023-01-19 00:24:42 GMT

Secured by Concord™
DocumentID: YzllNTgyN2EtND
SigningID: YzMwZWVhNTItOD
Signing date: 1/19/2023
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Email: ln@jones-mayer.com

For
Name
Title

Ronda Perez

Signed on 2023-01-19 22:39:02 GMT

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DocumentID: YzllNTgyN2EtND
SigningID: NzkhMDAxMTItZm
Signing date: 1/19/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2023-01-23 20:53:26 GMT

Secured by Concord™
DocumentID: YzllNTgyN2EtND
SigningID: ZDEwNWwNINjEtMT
Signing date: 1/23/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com

**AGREEMENT NO. A-8000
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND RIVER OAKS COMMUNICATIONS
CORPORATION**

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 13 day of July, 2022 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and RIVER OAKS COMMUNICATIONS CORPORATION (hereinafter called "CONSULTANT").

RECITALS

WHEREAS, City desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

Provide consulting services pertaining to wireless communication facilities, policy, and contracts. To collaborate with the City to review policies, agreements and documents pertaining to fiber, 5G, and small cell infrastructure. River Oaks will provide the following services as needed. Total Costs for each of the tasks will be Estimated Project Hours times the then applicable blended hourly rate for each time the task is performed plus expenses:

I. Provide submittal guidelines for use by any party wishing to license or lease land or space on city-owned facilities or to construct new facilities on private property.

- Estimated Project Hours: 20-30
- Year 1: Blended hourly rate \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$5,250.00 to \$7,875.00

II. Assist City in preparing a fee schedule for new applications, modifications, and lease agreements.

- Estimated Project Hours: 32-36
- Year 1: Blended hourly rate: \$262.50

- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$8,400.00 to \$9,450.00

III. Review and analysis of requestor provided submittals.

- Application Price: Year 1: one (1) application/ Year 2: four (4) applications
- Estimated Project Hours: 12-20
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$3,150.00 to \$5,250.00

IV. Provide reviews of modification applications on existing lease agreement and/or sites.

- Application Price: Year 1: one (1) application/ Year 2: two (2) applications
- Estimated Project Hours: 12-16
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$3,150.00 to \$4,200.00

V. Assist City in evaluating the design of applications requiring a discretionary review.

- Application Price: Year 1: one (1) application/ Year 2: four (4) applications
- Estimated Project Hours: 20-24
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$5,250.00 to \$6,300.00

VI. Assist City in providing updates to the City's WCF Ordinance and/or its WCF Master Plan.

- Estimated Project Hours: 40-48
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$10,500.00 to \$12,600.00

VII. Review new applications (ministerial and discretionary reviews).

- Application Amount: Year 1: one (1) application/ Year 2: four (4) applications
- Estimated Project Hours: 22-34
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$5,775.00 to \$8,925.00

VIII. Review modifications to existing lease agreements.

- Application Amount: Year 1: one (1) amendment / Year 2: two (2) amendments
- Estimated Project Hours: 25-36
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$6,562.00 to \$9,450.00

IX. Assist City in determining type of plan check required for an application.

- Application Amount: Year 2: two (2) applications
- Estimated Project Hours: 12-20
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$3,150.00 to \$5,250.00

X. Review of proposed tower installation on private property.

- Application Amount: Year 1: one (1) application/ Year 2: two (2) applications
- Estimated Project Hours: 40-72
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$10,500.00 to \$18,900.00

XI. Review of proposed DAS system installation on private property.

- Application Amount: Year 1: one (1) DAS System / Year 2: two (2) DAS System
- Estimated Project Hours: 20-40
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$5,250.00 to \$10,500.00

XII. Have a cost per deliverable: Consultant Analysis Report(s).

- Application Amount: Year 1: one (1) application/ Year 2: three (3) applications
- Estimated Project Hours: 16-42
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$4,200.00 to \$11,025.00

XIII. Drafting and Negotiation of New Lease Agreements.

- Application Amount: Year 1: one (1) per new lease/ Year 2: two (2) per new lease

- Estimated Project Hours: 45-65
- Year 1: Blended hourly rate: \$262.50
- Year 2: price increase blended hourly rate: \$280.00
- Year 3: price increase blended hourly rate: \$295.00
- Total Cost: \$11,812.50 to \$17,062.50

XIV. Itemize travel charges per year

- 10% of Fees
- Cost: \$19,500.00

XV. Itemize all other costs-administrative per year

- 5% of Fees
- Cost: \$9,750.00

Maximum Permissible Exposure (MPE) Studies

If the City is concerned about Radio Frequency (RF) Exposure from equipment on sites/towers and how/if the RF radiation could be causing health risks, this analysis can determine if there is a risk and the level of the risk.

When it is needed—if there are AM or FM transmitters on a site, if there are voice radio equipment on a tower and/or if antennas are very low on the tower. Low meaning at a height where a person could walk in front of the antenna and potentially get exposed to RF signals.

When it is not needed—If there are only microwave antennas on a tower and those antennas are high enough on tower such that a person will not walk directly in front of the antenna.

What is involved in the study—a site visit to gather data both at the site and at varying distances around the site to understand the strength and propagation of the RF signals. Travel to the site and produce a report on the data gathered along with recommendations.

Cost-\$6,000-\$8,000 plus travel and expenses to go to the site.

Note – Prices in year two (2) will increase 3%. After year two (2), prices are subject to increases up to 5%.

Intermodulation studies

Done to analyze potential interference among radio equipment at a site. Typically used when there are many different types of equipment on a tower such as microwave, voice, or broadcast radios operating in multiple frequency bands at multiple power levels.

Requirements from the customer:

A tower map defining the location of all equipment on the tower. For licensed and unlicensed equipment, the following is also needed:

For Licensed equipment

- Call signs of all the equipment on the towers
- Customer names

- Transmit and Receive frequencies of the equipment
- Antenna makes, models and orientation
- Receive and transmit power of the equipment
- Location of the equipment on the tower including antenna heights and azimuths

For Unlicensed equipment

- Transmit and Receive frequencies of the equipment
- Antenna makes, models and orientation
- Receive and transmit powers of the equipment
- Location of the equipment on the tower including antenna heights and azimuths

Intermod Studies with respect to potential frequency interference: for an initial Intermod Study, the cost would be \$1,500-\$2,500 per existing Tenant plus \$1,500-\$2,500 per new Tenant; Pre-Installation Equipment review: \$750-\$1,500 per new Tenant-some of this work may need to be done on site.

•Post-Installation compliance analysis: this work will need to be done on site and the cost will need to be determined on an hourly basis at the engineer's hourly rates; \$3,750-\$5,750 per Tower and \$2,750-\$4,750 per Tenant.

Note – Prices in year two (2) will increase 3%. After year two, (2) prices are subject to increases up to 5%.

Other services that may be requested:

Geotechnical – used to determine the soil composition at a tower site - \$3,500-\$7,000. Produces a report and a PE stamped report from a Geotechnical Engineer. On site work required. All work will be on the ground.

Note – Prices in year two (2) will increase 3%. After year two (2), prices are subject to increases up to 5%.

SiFi Assistance

Will assist the City in developing documentation for fiber training, micro trenching, development of Microtrenching Standards, Training Inspectors, Inspections and Certifications - On an as needed basis and as requested by the City to assist City engineering staff, as construction is being performed by SiFi, the Team will review the City's inspection processes and frequencies of inspections and provide feedback to the City so that regular inspections and site certifications are scheduled and completed proving whether SiFi is building its system in compliance with the overall Agreement, as well as with individual permits and plans submitted to the City. As further said forth in Exhibit A which is attached hereto and made part hereof, the responsibility for SiFi and its contractors and subcontractors building its system in compliance is that of SiFi. While Contractor in this Agreement can assist the City, it will be incumbent for the City to conduct the actual inspections and see to it that work which is not in compliance or is deficient is rectified to the satisfaction of the City. Development of a training program, meeting virtually or in person with City staff, City Inspectors and developing a protocol and checklist by which the Microtrenching by

SiFi can be evaluated. As set forth above, the responsibility for construction and resolution of all non-compliant construction and worksite restoration is that of SiFi. Work with the City staff to look at SiFi agreements for smart cities and revise the current draft.

Work to be billed on an hourly plus expense basis.

Master License and 5G Assistance

River Oaks will assist City staff with small cell and wireless communication policy agreements. Assistance is necessary for the following task: reviewing agreements, advise working with certain cellular companies, engaging in conversations with wireless companies for such things as the Master License Agreement and 5G assistance.

Work to be billed on an hourly plus expense basis.

Design Policy Assistance

Continue to assist the City in the design revisions and changes to the Develop Design and Aesthetic Guidelines for the City to be able to regulate the placement, size, and aesthetics of small cell facilities to the extent allowed by Federal and California law. Work to be billed on an hourly plus expense basis.

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

1.3 CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 CITY shall provide to CONSULTANT, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

River Oaks Communications Corporation:

Thomas Duchen (TD), President, Telecomm Consulting and Legal Work

Robert Duchen (RD), Vice-President, Telecomm Consulting and Legal Work

CBG Communications, Inc.:

Tom Robinson (TR), President, CEO and Project Manager

Dick Nielsen (DN), Senior Engineer

Krystene Rivers (KR), Research Associate

KNS Communications Consultants:

Will Sumners (WS), Engineering Work

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is three (3) years with the option of two (one) year amendments, commencing on July 13, 2022.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and

against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

8 CONSULTANT'S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT'S direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 CONSULTANT shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of ninety five thousand dollars (\$95000.00), payable as follows:

The hourly rates for the personnel involved are the following:

- CBG Communications, Inc.:
 - Tom Robinson (TR), President, CEO and Project Manager - \$200.00/hr.

- Dick Nielsen (DN), Senior Engineer - \$200.00 /hr.
- Krystene Rivers (KR), Research Associate - \$75.00 /hr.
- River Oaks Communications Corporation:
 - Thomas Duchen (TD), President,
 - Telecomm Consulting and Legal Work - \$250.00-\$350.00 /hr.
 - Robert Duchen (RD), Vice-President,
 - Telecomm Consulting and Legal Work - \$250.00-\$350.00 /hr.
- KNS Communications Consultants:
 - Will Sumners (WS), Engineering Work - \$248.00 /hr.

Note for KNS – Hourly rates in year two (2) will increase 3%. After year two (2), hourly rates are subject to increases up to 5%.

Since this Contract may be for 2 years or 3 years, and additional work may also be requested by the City in year 1, upon mutual written agreement via e-mail between the City and Consultant, the total compensation may be increased to cover items in the scope of work during year 1, year 2 and year 3. Unless such total compensation increase is mutually agreed upon, Consultant shall not be required to perform such work. It is recognized that such additional funding by the City may require the approval of City Council if so indicated by the City.

It is estimated that the costs for airfare, rental car, hotel, and meals will be \$2,100 per on-site visit for 1 person. This includes approximately \$550 for airfare, 4 hotel nights at \$230 per night, 4 days of car rental at \$75 per day, 4 days of meals at \$75 per day and parking of \$30. Note – Projected expenses in year two (2) will increase 3%. After year two (2), expenses are subject to increases up to 5%.

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California
- Employer's Liability:
 - \$1,000,000.00 each accident
 - \$1,000,000.00 policy limit bodily injury
 - \$1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- \$2,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- \$1,000,000.00 limit on a per occurrence basis
- \$2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- \$1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty- (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 Policies providing for bodily injury and property damage coverage shall contain the following:

- A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."
- B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, CONSULTANT shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.5 The requirements as to the types and limits of insurance to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify CONSULTANT's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.7 All insurance coverage must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a “claims made basis”, CONSULTANT will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONSULTANT shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONSULTANT shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONSULTANT's sole risk. CONSULTANT's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event

shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONSULTANT arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to

be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

- A. The amount involved, together with CONSULTANT's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financially interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of \$250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the

costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

AC Ronda 10/25/22
Ronda Perez Date
Interim City Manager

RIVER OAKS COMMUNICATIONS
CORPORATION:

Thomas F. Duchon 9/28/2022
Thomas F. Duchon Date
President

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

ADDRESS FOR NOTICE:
RIVER OAKS COMMUNICATIONS
CORPORATION
710 Count Pourtales Drive
Colorado Springs, CO 80906

APPROVE AS TO FORM:

Scott Porter
Scott E. Porter
Acting City Attorney

ATTEST:

Shanae S. Smith Roxanne Faba
Shanae S. Smith
City Clerk
Acting

ATTEST: If Corporation

Roxanne Faba
Secretary

Exhibit A

Micro-Trenching Techniques and Practices

The following is a High-Level Overview of general considerations with respect to Micro-Trenching Techniques and Practices. It will be very important that SiFi's local engineers on site make sure that SiFi and its contractors undertake and complete their construction in a manner that mitigates the possibilities of damage, future issues and problems for the City and its Residents.

Micro-Trenching is a technique of cutting a relatively small trench, usually under 2 inches wide and less than 18 inches deep and placing one or more small, flexible conduits into the trench. Micro-Trenching is attractive to network operators for its relatively low costs and quicker processes and faster network infrastructure deployment, therefore, faster speed to market with communication services.

As with virtually anything, micro-trenching has its opponents or critics. Although the process of creating the trench and placing the conduits and fiber optic cables is quick and creates less impact on other activities in the City's Rights-Of-Way ("ROW"), potential problems arise around construction techniques and especially in the backfilling of the trench. It must be remembered that problems with micro-trenching could lead to premature degradation and failure of roadways and sidewalks in the City. Because potential problems created by micro-trenching could be City-wide, a seemingly small problem could lead to significant, widespread, deterioration of the City's ROW.

The trench needs to be deep enough to accept all conduits/fiber optic cables while leaving enough room for back filling material and a pliable polymer or grout-like seal.

In Louisville, Kentucky, for example, Google's fiber was being deployed using micro-trenching in order to get highspeed Internet to customers as fast as possible. However, Google's contractor was only creating a trench that was about 2 inches deep. By the time the conduits were placed in the trenches, there was not sufficient room for backfilling and grouting or sealing the trench. Fiber optic cables were literally popping out of the ground and becoming tripping hazards. That also raised potential reliability problems and ultimately, the resulting open trench could lead to very rapid deterioration of roadways and sidewalks. The problem became so widespread that Google elected to cut its losses by shutting down the system and pulled out of Louisville completely.

Ultimately, it is SiFi's responsibility, not the City's, to ensure proper construction. However, if the City keeps a watchful eye during fiber deployment, it has a better chance of addressing potential problems before they occur. There are many design specifications that need to be reviewed for specific climate, geological (soil types), stability of the ground (earthquakes) as well as roadway materials and traffic patterns, etc. The construction techniques and specifications must take into account the local landscape and necessary variances, as needed, to the specifications.

Civil and structural engineers that are familiar with the local conditions should determine:

1. The minimum and maximum depths for micro-trenching.
2. The proper width of the trench and how earthquake considerations may impact that.
3. The proper fill below the conduits, if the soil(s) are porous with sharp gravel or otherwise potentially harmful to conduits and fiber optic cables.
4. Proper backfill depths and materials such as sand above the conduits and below the sealant.
5. Proper sealant type and depth at roadway/sidewalk surfaces.
6. Maximum variance of the finished trench's surface to the existing roadway or sidewalk.
 - This is about minimizing the tripping risk as well as the impact created by traffic crossing over uneven surfaces.
7. Specifications of how far from the normal tire paths on roadways the trench must be and the distance from the edge of the road or curb the trench should be. Locating the trench in such a way as to minimize traffic contacting the top of the trench is most desirable.

All of these considerations need to account for variances of the roadway surfaces. For instance, the City of Los Angeles has specifications for asphalt roadways but does not allow for micro-trenching in concrete roadways. Specifications used during construction of roadways must be accounted for when micro-trenching. Additionally, micro-trenching can be less desirable in soils that are not highly compacted such as sandy soils.

Sidewalk specifications may be different than those in roadways.

As described here, there are numerous considerations that need to be addressed prior to signing off on a city-wide construction project using micro-trenching as the main construction method. Both Los Angeles County and the City of Los Angeles have detailed requirements for micro-trenching that can be used for a baseline.

Civil and structural Engineers should be employed on behalf of the City to oversee and ensure that specifications and standards are in place that address all potential scenarios within the City including requiring adjustments to requisite specifications as needed.

Once these specific specifications are in place, vigilant inspectors must be deployed on-site continually ensuring proper depths are being created as well as all other proper construction practices are being adhered to ALL THE TIME. Just because a contractor or subcontractor agrees to processes and specifications doesn't mean that all of their employees will understand or follow those rules.

While there is no fail-safe mitigation measure for micro-trenching, in order to attempt to lessen or mitigate potential damage to City ROW, sidewalks and property and to residents, the City needs to be very vigilant and diligent in utilizing Civil and Structural Engineers and inspectors to monitor the pre-construction, construction and post-construction work of SiFi and its contractors and subcontractors.

Affidavit

I, Robert M. Duchen-Vice President of River Oaks Communications Corporation, hereby, certify and acknowledge, under penalty of perjury, that River Oaks Communications Corporation is aware of the Workers' Compensation laws of the State of California and of the State of Colorado, and that River Oaks Communications Corporation has no office in California and has no employees who would be subject to the protection of the California Workers' Compensation laws at this time. Colorado Workers' Compensation Coverage is carried by River Oaks Communications Corporation as required by the laws of the State of Colorado. And that if at any time during the term of the Agreement, any California Workers' Compensation Coverage becomes legally necessary, River Oaks Communications Corporation will comply with the requirements of the California Workers' Compensation laws and will provide evidence of such coverage to the City of Palmdale in accordance with the terms of the Agreement.

By:

 Vice President

Date:

8/23/22

Name: Robert M. Duchen, Vice President

Company Name: River Oaks Communications Corporation

Company Address: 710 Count Pourtales Drive, Colorado Springs, CO 80906

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
SEPTEMBER 18, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:03 pm.

Note: All City Council memberships are reflected in their City Council titles.

**2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS
OHLSEN, BETTENCOURT, ALARCÓN**

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance and asked to adjourn the meeting in honor of Deputy Ryan Clinkunbroomer.

Assistant City Attorney Halfman requested that the Council add a Closed Session agenda item based on the following findings: 1) The item arose after the posting of the agenda, and 2) There is a need to take immediate action before the next meeting.

Motion: Add Closed Session agenda item Cruz Guerra, a minor and through his Guardian Ad Litem, Yolanda Espinoza, vs. City of Palmdale, et. al.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

**4) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED
SESSION:**

Public Comments: None.

Councilmember Ohlsen pulled Item 5.3, Councilmember Bettencourt pulled Item 5.6, and Councilmember Alarcón pulled Item 5.2.

5) CONSENT CALENDAR

- 5.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).
- 5.2) Approve First Amendment to Agreement with the Wellbeing Lab dba Louis Alloro, LLC, to provide four Mental Health and Wellbeing Youth Leadership Summits and an Appreciative Inquiry Mental Health & Wellbeing Summit for an additional \$170,000 for a total not to exceed agreement amount of \$445,000 for a term of December 30, 2025.

Deputy City Manager Lopez presented the staff report. Mr. Alloro spoke regarding the program and provided detailed information on the Youth Leadership Summits.

Mayor Pro Tem Loa asked if the program would address families that are dealing with persons with mental health challenges and dealing with the stigma of therapy. Mr. Alloro spoke about the work of the Wellbeing Lab.

Councilmember Alarcón spoke in favor of the program and the importance of incorporating the youth.

Mayor Bishop stated the program is an asset to the community.

Motion: Approve First Amendment to Agreement with the Wellbeing Lab dba Louis Alloro, LLC, to provide four Mental Health and Wellbeing Youth Leadership Summits and an Appreciative Inquiry Mental Health & Wellbeing Summit for an additional \$170,000.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

- 5.3) Adopt Resolution CC 2024-078, a Resolution of the City Council of the City of Palmdale to transfer unclaimed checks from their respective funds to the general fund pursuant to California Government Code section 50050-50057.

Director of Operations Samson presented the staff report. Councilmember Ohlsen inquired regarding the correction received to the unclaimed checks list. Director of Operations Samson responded.

Motion: Adopt Resolution CC 2024-078, a Resolution of the City Council of the City of Palmdale to transfer unclaimed checks from their respective funds to

the general fund pursuant to California Government Code section 50050-50057 with adjustments to the unclaimed checks list.

Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

5.4) Approve Agreement with Impex Technologies, Inc., to provide data backup solution hardware, configuration services, and software support in the amount of \$159,326 for a term of five years.

5.5) Receive and file the Annual Report for the Palmdale Tourism Improvement District for Fiscal Year 2024-25.

5.6) Adopt Resolution No. CC 2024-072, a Resolution of the City Council of the City of Palmdale approving Municipal Law Enforcement Services Agreement with the County of Los Angeles for public services provided by the Los Angeles County Sheriff's Department and authorizing the City Manager to procure services of the Los Angeles County Sheriff's Department annually up to an amount approved in the City's Operating and Capital Budget for a five-year period of July 1, 2024 through June 30, 2029.

Councilmember Bettencourt recused herself from this item because she works for the Los Angeles County Sheriff's Department.

Motion: Adopt Resolution No. CC 2024-072, a Resolution of the City Council of the City of Palmdale approving Municipal Law Enforcement Services Agreement with the County of Los Angeles for public services provided by the Los Angeles County Sheriff's Department and Approve Agreement A-8944
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

5.7) Approve the Term Sheet between Energy for Palmdale's Independent Choice (EPIC) and Deer Creek Solar, LLC for the purchase of long-term RPS-eligible renewable energy and mid-term reliability capacity.

5.8) Approve the minutes from the previous meeting.

Motion: Approve all matters listed under the Consent Calendar except for Items 5.2, 5.3, and 5.6.

Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)

Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.

6) PUBLIC HEARING

6.1) Receive Public Testimony Regarding the Renewal of the Palmdale Tourism Improvement District.

Mayor Bishop opened the Public Hearing.

Public Testimony: Christian Barrow and Rory Casalla commented in support of the Palmdale Tourism Improvement District.

Mayor Bishop closed the Public Hearing.

Executive Director Taggart provided details on the Palmdale Tourism Improvement District (PTID) and stated that 80% of hotels assessed were in support of the PTID.

Mayor Pro Tem Loa, Mayor Bishop, and Councilmember Alarcón spoke in support of the program and thanked Executive Director Taggart for her leadership.

7) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Erick Garcia Foundation Mental Health Awareness Candlelight Vigil; 30th Anniversary celebration of the Palmdale Playhouse; Farmer's Market; Tequila & Taco Festival Saturday, Sept. 21 and Sunday, Sept. 22 at Marie Kerr Park; AV Fair Sept. 25-29; District 1 Neighborhood Watch Friday, Sept. 27 at Anaverde Park; Day of Service desert clean up on Sept. 28 on Ave. M and 75th West; 5.3M grant awarded to the City for safe streets for all; displayed the Cute Critter video; and displayed a video update on street improvements.

Councilmember Bettencourt thanked staff for the completion of the street improvements on 35th Street East.

8) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Alarcón discussed the 5.3M grant awarded to the City for safe streets.

Councilmember Ohlsen discussed lockdowns at schools, mental health, and support of Measure PD.

Mayor Pro Tem Loa discussed Measure H and distribution of funds, and support of Measure PD.

Mayor Bishop called for a recess at 5:41 pm - 5:55 pm.

Mayor Bishop announced that the meeting would be adjourned to September 19, 2024, at 3:00 pm for the purpose of hearing Non-Agenda Public Comments and Closed Session Items.

9) NON-AGENDA PUBLIC COMMENTS:

10) PRESENTATION BY CITY ATTORNEY

10.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Maria Zuniga v. City of Palmdale et al.

[Sedwick Claim No.: L22-0097; Prism Risk Claim No.: 20210023359]

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

10.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Cruz Guerra, a minor, by and through his Guardian Ad Litem, Yolanda Espinoza vs. City of Palmdale, et. al.

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

11) ANNOUNCEMENT BY CITY ATTORNEY

12) ADJOURNMENT

Mayor Bishop adjourned the meeting at 6:01 pm to be continued to September 19, 2024, at 3:00 pm. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 2nd day of October 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
SEPTEMBER 19, 2024
www.cityofpalmdale.org**

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 3:03 p.m.

Note: All City Council memberships are reflected in their City Council titles.

ITEMS 5 THROUGH 8 WERE HEARD ON SEPTEMBER 18, 2024, AT 5:00 PM. THE MEETING WAS ADJOURNED AT 6:01 PM. ITEMS 9 THROUGH 11 WERE CONTINUED TO SEPTEMBER 19, 2024, AT 3:00 PM.

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS
OHLSEN, BETTENCOURT, ALARCÓN

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.

ABSENT: Andrea Alarcón.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance and asked for a moment of silence in honor of Deputy Ryan Clinkunbroomer.

4) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED
SESSION:

5) CONSENT CALENDAR

5.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

5.2) Approve First Amendment to Agreement with the Wellbeing Lab dba Louis Alloro, LLC, to provide four Mental Health and Wellbeing Youth Leadership Summits and an Appreciative Inquiry Mental Health & Wellbeing Summit for an additional \$170,000 for a total not to exceed agreement amount of \$445,000 for a term of December 30, 2025.

5.3) Adopt Resolution CC 2024-078, a Resolution of the City Council of the City of Palmdale to transfer unclaimed checks from their respective funds to the general fund pursuant to California Government Code section 50050-50057.

- 5.4) Approve Agreement with Impex Technologies, Inc., to provide data backup solution hardware, configuration services, and software support in the amount of \$159,326 for a term of five years.
- 5.5) Receive and file the Annual Report for the Palmdale Tourism Improvement District for Fiscal Year 2024-25.
- 5.6) Adopt Resolution No. CC 2024-072, a Resolution of the City Council of the City of Palmdale approving Municipal Law Enforcement Services Agreement with the County of Los Angeles for public services provided by the Los Angeles County Sheriff's Department and authorizing the City Manager to procure services of the Los Angeles County Sheriff's Department annually up to an amount approved in the City's Operating and Capital Budget for a five-year period of July 1, 2024 through June 30, 2029.
- 5.7) Approve the Term Sheet between Energy for Palmdale's Independent Choice (EPIC) and Deer Creek Solar, LLC for the purchase of long-term RPS-eligible renewable energy and mid-term reliability capacity.
- 5.8) Approve the minutes from the previous meeting.

6) PUBLIC HEARING

- 6.1) Receive Public Testimony Regarding the Renewal of the Palmdale Tourism Improvement District.

7) CITY MANAGER'S REPORT

8) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

9) NON-AGENDA PUBLIC COMMENTS:

Public Comments: Eugene Hernandez spoke regarding City Attorney Curley's employment in Upland. City Attorney Curley provided clarification regarding Mr. Hernandez's comments; and City Clerk Scott read Dinora Mena's e-mail into the record regarding street sweeping.

10) PRESENTATION BY CITY ATTORNEY

City Attorney Curley confirmed all Closed Session items would be heard as listed.

- 10.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Maria Zuniga v. City of Palmdale et al.
[Sedwick Claim No.: L22-0097; Prism Risk Claim No.: 20210023359]
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

102) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Cruz Guerra, a minor, by and through his Guardian Ad Litem, Yolanda Espinoza vs. City of Palmdale, et. al.
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

11) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 3:11 pm to 3:55 pm.

City Manager Perez announced that two cases were heard and discussed and there was no reportable action.

12) ADJOURNMENT

Mayor Bishop adjourned the meeting at 3:55 p.m. to October 2, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 2nd day of October 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: NEIGHBORHOOD SERVICES DEPARTMENT

DISTRICT: ALL

SUBJECT: PUBLIC HEARING TO RECEIVE COMMUNITY INPUT ON NEEDS
AND PRIORITIES FOR INCLUSION IN THE 2025-2029
CONSOLIDATED PLAN AND 2025-2026 ACTION PLAN

RECOMMENDATION

Staff recommends that the City Council:

Conduct a public hearing to receive community input on needs and priorities for inclusion in the 2025-2029 Consolidated Plan and 2025-2026 Action Plan.

BACKGROUND

As an "Entitlement Grantee," the City of Palmdale receives annual allocations of federal funds from the US Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. These funds are essential for developing local programs that benefit low- and moderate-income residents by addressing affordable housing, public service, and infrastructure improvement needs.

To continue receiving these funds, the City must prepare and submit a Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance Evaluation Report (CAPER). These documents serve as the City's strategic framework for allocating federal resources and setting priorities for housing and community development over the next five years, 2025-2029.

The Consolidated Plan outlines the City's housing and community development needs and proposes strategies for using HUD funds to address these needs over a five-year period. The Annual Action Plan details the specific activities undertaken each year to achieve the goals outlined in the Consolidated Plan. Together, these documents form the basis of the City's efforts to enhance the quality of life for its residents, particularly those that are low- and moderate-income persons and families.

In accordance with HUD regulations, the City is required to conduct at least one public hearing before publishing the draft Consolidated Plan and Annual Action Plan for public review. This public hearing is a vital component of the City's commitment to transparency, inclusivity, and community engagement.

DISCUSSION

This hearing's purpose is to gather input from residents and stakeholders on what they consider to be the highest-priority housing and community development needs, evaluate program performance, and discuss strategies for affirmatively furthering fair housing choices. This hearing will help ensure that the City's plans reflect the community's needs and priorities.

As part of the public participation process, the City also conducted two community meetings to gather feedback from residents on how federal funds may be used to address the community's high-priority needs. The first meeting was held virtually on Zoom on September 24, 2024, at 10:00 a.m., and the second meeting was held in person on September 25, 2024, at 6:00 p.m. at the Legacy Commons Senior Center.

In addition, the City is distributing a survey to gather input on the community's short- and long-term needs. The survey is available on the City's website at www.cityofpalmdaleca.gov, <https://bit.ly/PalmdaleResident> and in paper format at the City's Neighborhood Services Department, Public Library, and Administration Building. The survey will remain open until October 15, 2024, and may be returned to the Neighborhood Services Department at 38250 Sierra Highway, 2nd floor, Palmdale, CA 93550.

The input received during the public hearing, the two community meetings, two upcoming stakeholder meetings, and the surveys will be used to refine the draft plans before they are finalized and made available for public review.

FISCAL IMPACT

\$0; There is no fiscal impact associated with this item.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

- A. Manage resources, costs and liabilities to ensure the City's long-term fiscal health.

Report to Mayor and City Council
Public Hearings for 2025-2029 Consolidated Plan
October 2, 2024
Page 3

Prepared by:	Sophia Reyes, Director of Neighborhood Services
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney



City Council Staff Report

DATE: OCTOBER 2, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RONDA PEREZ, CITY MANAGER AND
WILLIAM P. CURLEY, III, CITY ATTORNEY

SUBJECT: CONSIDER AND ADOPT ORDINANCE NO. 1646, AN ORDINANCE
OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING
CHAPTER 2.55 OF THE PALMDALE MUNICIPAL CODE TO
RESCIND THE CURRENT PALMDALE HUMAN RIGHTS ADVISORY
COMMITTEE AND DIRECTING CONSOLIDATION WITH THE CITY
OF LANCASTER FOR A REGIONAL BODY

RECOMMENDATION

Consider and adopt Ordinance No. 1646, an Ordinance of the City Council of the City of Palmdale discontinuing its current Human Rights Advisory Committee, which serves only the City of Palmdale and administratively replacing this committee with a joint Palmdale-Lancaster resident committee. The unified committee is believed to better serve on a joint and mutually beneficial basis, the Antelope Valley and those residing in it.

The City Council's adoption of this ordinance will serve both to discontinue the single city entity and thereafter administratively working with the City of Lancaster executives.

BACKGROUND AND DISCUSSION

The Antelope Valley, and primarily the cities of Palmdale and Lancaster, share many common goals, interests and quality of life issues. Having two separate municipal committees, each with similar goals and objectives, is believed to dilute and balkanize the benefits that would be enhanced by a joining of these community-oriented committees. After consultation between the two cities, it was concluded that a single, reorganized body would better serve all the regions. Accordingly, this is the first step of the creation of a coordinated regional committee.

Staff recommends that the City Council proceed as recommended for the benefit of the City and region.

FISCAL IMPACT

None.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	William P. Curley, III, City Attorney
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENT

Ord. No. 1646

ORDINANCE NO. 1646

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE REPEALING CHAPTER 2.55 OF THE PALMDALE MUNICIPAL CODE TO RESCIND THE CURRENT PALMDALE HUMAN RIGHTS ADVISORY COMMITTEE AND DIRECTING CONSOLIDATION WITH THE CITY OF LANCASTER FOR A REGIONAL BODY

WHEREAS, the City Council is committed to cultivating and sustaining diversity;
and

WHEREAS, the City Council has determined that a valley-wide approach to promoting and celebrating the diverse communities in the Antelope Valley will better serve this community and the Antelope Valley as a whole; and

WHEREAS, the City Council desires to facilitate a valley-wide inclusive community by cultivating awareness, increasing diversity, encouraging sensitivity, promoting equity, and improving relations with various segments of the community; and

WHEREAS, the City Council has determined that elimination of the Palmdale Human Rights Advisory Committee will allow for a valley-wide approach to be implemented consistent with the foregoing recitals.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are true, correct, and constitute a substantive part of this Ordinance.

Section 2. Chapter 2.55 is hereby repealed in its entirety.

Section 3. If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

Section 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect 30 days after its final passage.

PASSED, APPROVED and ADOPTED this 2nd day of October, 2024.

Approved as to form:	_____ Austin Bishop, Mayor
	ATTEST:
_____ William P. Curley, III City Attorney	_____ Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of October, 2024 effective on the ____ day of _____, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, City Clerk