



AGENDA

Regular City Council Meeting

and Successor Agency to the
Former Redevelopment Agency

Tuesday, June 1, 2021 – 6:00 pm.

Via Zoom Webinar

www.cityofwasco.org

IMPORTANT NOTICE REGARDING JUNE 1, 2021 COUNCIL MEETING

This meeting is being conducted utilizing teleconferencing, and electronic means consistent with Executive Order N-29-20, Issued by Governor Gavin Newsom on March 17, 2020, and, to the extent applicable, Government Code Section 54953(b) in-person participation by the public will not be permitted. No physical location from which the public may observe the meeting will be available. Remote public Participation is allowed in the following ways via Zoom Webinar; please see the instruction below:

Listen to the meeting live via zoom

Member of the public may participate in the meeting by joining the Zoom Webinar via PC, Mac, iPad, iPhone, or Android device using the URL:

<https://us02web.zoom.us/j/84674227419>

Listen to the meeting live via telephone

The public may participate via phone only (without a computer/ smart device) by dialing the below numbers:

Dial Number: 1-669-900-9128

Meeting ID: **846 7422 7419**

ALL PARTICIPANTS WILL BE MUTED AUTOMATICALLY UPON ENTERING THE MEETING. THE CITY CLERK WILL UNMUTE THOSE WHO WISH TO SPEAK AT APPROPRIATE TIMES. PLEASE KEEP YOURSELF ON MUTE WHEN NOT SPEAKING. SPEAKERS ARE LIMITED TO TWO (2) MINUTES.

Verbal Participation using Zoom

Please use the "Raise Hand" button to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments.

Verbal Participation over the phone

Please dial *9 to "raise your hand" to request to speak. Raised hands will only be acknowledged during the Public Hearing and Public Comment sections of the agenda and when the Meeting's presiding officer requests public comments. Please be advised you will be called on by the phone number you are calling from.

Submitting written comments:

You can also submit your comments via email to cityclerk@cityofwasco.org such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

American Disability Act Accommodations:

Meetings are accessible to people with disabilities. Requests in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and its materials. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting or who have a disability and wish to request an alternative format for the meeting materials should contact the City Clerk at cityclerk@cityofwasco.org or call 661-758-7203. Every attempt will be made to swiftly address each request. (28 CFR 35.102–35.104 ADA Title II)

You can also submit your comments via email to cityclerk@cityofwasco.org; such email comments must be identified by adding the Agenda Item Number in the email's subject line. Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the agenda item is heard but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

REGULAR MEETING – 6:00 pm

- 1) **CALL TO ORDER:** Mayor
- 2) **FLAG SALUTE:** Mayor
- 3) **INVOCATION:** Manuel Cantu - Lifehouse Church
- 4) **ROLL CALL:** Mayor Garcia, Mayor Pro Tem Reyna, Council Members: Cortez, Martinez, Pallares
- 5) **PRESENTATIONS:**
 - a. Proclamation for Pride Month
- 6) **PUBLIC COMMENTS: (PLEASE REFER TO THE INSTRUCTION PAGE FOR MORE INFORMATION)**

This portion of the meeting is reserved for persons desiring to address the Council and including the Council acting as the Governing Board for the Successor Agency on any matter not on this agenda and over which the Council and Successor Agency has jurisdiction. Speakers are limited to two (2) minutes. Please state your name for the record before making your presentation.

The City Council is very interested in your comments; however, no action may be taken at this meeting due to Brown Act requirements. Should your comments require further

consideration by the City Council or the Successor Agency, the item will be agendaized for a report and discussed at a future City Council meeting.

7) SUCCESSOR AGENCY BUSINESS: None

8) WASCO PUBLIC FINANCE AUTHORITY BUSINESS: None

CITY COUNCIL BUSINESS:

9) CONSENT CALENDAR:

The Consent Calendar consists of items that, in staff's opinion, are routine and non-controversial. These items are approved in one motion unless a Council Member or member of the public requests removal of a particular item.

- a. Receive and file departments totaling \$397,593.36.
- b. Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with I & M Sheep Company to Lease 696 Acres of Municipal Land for Agricultural Purposes through June 30, 2026.
- c. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into a Purchase Agreement with Core & Main for a total of \$25,655.25 to Purchase 200 ¾" Hersey Water Meters.
- d. Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Zim Industries, Inc. dba Bakersfield Well and Pump for the Destruction of Water Well #5 in an Amount Not to Exceed \$29,850.00 and to Execute Contract Change Orders in an Amount not to Exceed an Aggregate of \$5,000.
- e. Update on 2020 New Alternative Fuel Vehicle Purchase Incentive from San Joaquin Valley Air Pollution Control District.
- f. Adopt a Resolution Approving the Filing of a Transportation Development Act Article 3 Request for Funding for Twelve New ADA Compliant Ramps at Various Locations in the South Gate Neighborhood and Authorizing the City Manager to Sign Necessary Documents Associated with the Application.
- g. Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Routematch Software, Inc. to purchase a Transportation Management System in the amount of \$50,157.00.

10) PUBLIC HEARINGS: NONE

11) DEFERRED BUSINESS: NONE

12) NEW BUSINESS:

- a. Consideration of report on appointment of City Manager and possible approval of agreement with Mr. Scott Hurlbert as City Manager. (Mayor)

13) REPORTS FROM COMMISSION AND COMMITTEES:

- a. Kern Economic Development Corporation (Cortez)
- b. Kern Council of Government (Garcia)
- c. Wasco Task Force (Martinez & Reyna)

14) REPORTS FROM KC FIRE AND SHERIFF:

15) REPORTS FROM CITY MANAGER:

16) REPORTS FROM CITY COUNCIL:

17) CLOSED SESSION:

- a. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager, Mayor
Unrepresented employee: Mr. Scott Hurlbert, applicant for City Manager position.
- b. **CONFERENCE WITH LABOR NEGOTIATORS 54957.6**
Agency designated representatives: City Manager, HR Manager
Employee Organization: SEIU Local 521
- c. Approval of Closed Session Minutes for:
 1. April 20, 2021, Regular Closed Session Minutes
 2. May 4, 2021, Special Closed Session Minutes
 3. May 13, 2021, Special Closed Session Minutes
- d. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS 54956.8**
Property: APN 490-123-15, 490-121-24
Agency Negotiator: City Manager, City Attorney
Negotiating Parties: Jimmie D. Childress and Evelyn S. Childress
Under Negotiation: Price and terms of payment.

18) CLOSED SESSION ACTION: None

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on May 29, 2021. The agenda is also available on the City website at www.cityofwasco.org

Monica Flores, Deputy City Clerk

All agenda item supporting documentation is available for public review in the city website www.cityofwasco.org and the office of the City Clerk of the City of Wasco, 746 8th Street, Wasco, CA 93280 during regular business hours, 7:30 am – 5:00 pm Monday through Thursday and 8–5 pm Friday (closed alternate Friday's), following the

posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting. **Please remember to turn off all cell phones, pagers, or electronic devices during Council meetings.**

The City of Wasco does not discriminate on the basis of disability in the access to, provision of, or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the City Clerk's Office.

If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 758-7215 to make reasonable arrangements to ensure accessibility to this meeting. Telephone (661) 758-7215 Requests for assistance should be made at least two (2) days in advance whenever possible.



Bill Pay List

City Council: June 01, 2021

WarrantNo	Amount
G040921	47,135.92
G050321	23,206.24
MB041221	4,275.76
A050221	745.85
Grand Total	\$ 397,593.36

Isarel Perez-Hernandez

Digitally signed by: Isarel Perez-Hernandez
DN: CN = Isarel Perez-Hernandez
email = isperes@cityofwasco.org
C = US O = City of Wasco
Date: 2021.05.27 20:42:33 -08'00'

Verified by:
Finance Director

A	B		C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
1	G040921	APPLIED TECHNOLOGY GROUP	905		INV0000021821		21136	2 QT RADIOS PROGRAMMING	30.00
2	G040921	APPLIED TECHNOLOGY GROUP	905		INV0000021879		21136	2 QT RADIO PROGRAMMING CITY MANAGER & PW OFFICE RADIO	30.00
3	G040921	ATLAS COPCO COMPRESSORS LLC	2391		1121042886		21137	COMPRESSOR VALVE AND SELENOID REPAIRS	3,316.89
4	G040921	BC LABORATORIES, INC.	63		8414787		21138	WW SAMPLE TEST 4/23/21 INFLUENT MONITORING	70.00
5	G040921	BHT ENGINEERING, INC	5134		21-0134		21139	CERTIS INDUSTRIAL PERMIT WORK PERFORMED MAR 2021	2,010.00
6	G040921	BHT ENGINEERING, INC	5134		21-0135		21139	PMS UPDATES WORK PERFORMED MAR 2021	4,830.00
7	G040921	BHT ENGINEERING, INC	5134		21-0136		21139	LM 21-01 WORK PERFORMED MAR 2021	2,252.50
8	G040921	BHT ENGINEERING, INC	5134		21-0046		21139	SUNNY GEM 65K SF STORAGE BUILDING	1,590.00
9	G040921	BHT ENGINEERING, INC	5134	20216	21-0131		21139	SB: 2020 STREET PAVING	620.00
10	G040921	BHT ENGINEERING, INC	5134	21015	21-0132		21139	PEDESTRIAN SAFETY IMPROVEMENTS	1,600.00
11	G040921	BRIDGEPORT TRUCK MANUFACTURING, INC	4493		41382-00		21140	DISPOSAL #GENERAL: GRIP ARMS 2 SETS	1,248.09
12	G040921	BROUGH CONSTRUCTION, INC.	4406	20196	2000120		21141	PROGRESS PMT #10: WELL #14	15,441.24
13	G040921	CALIFORNIA BUILDING OFFICIALS	2216		14149		21142	WEBINAR-NON-STRUCTURAL REQUIREMENTS 2019 CRC-M.GLAZER	70.00
14	G040921	CALIFORNIA BUILDING OFFICIALS	2216		14171		21142	2019 CBC PERMIT TECH & PLAN-Y.TINAJERO & R.VILLARREAL	140.00
15	G040921	CALIFORNIA DEPARTMENT OF TRANSPORTATION	2330		SL210736		21143	QUARTERLY SIGNAL & LIGHTING JAN-MAR 2021	2,687.65
16	G040921	CLARK PEST CONTROL	117		28315961		21144	APRIL 2021: PEST CONTROL @ 540 ST	51.00
17	G040921	CLARK PEST CONTROL	117		28316340		21144	APRIL 2021 5410 7TH ST SERVICES	51.00
18	G040921	CONSUELO CARMEN MUNOZ	5337		1653-0005008341		21147	RFND CREDIT 834 5TH ST	312.43
19	G040921	COUNTRY TIRE & WHEEL	4953		2208503		21145	STREETS #85: 2 NEW TIRES	152.58
20	G040921	DEE JASPAR AND ASSOCIATES, INC	378		21-04046		21146	PUMP & WTR SYSTEM EVALUATION TASK ORDER #6	1,155.00
21	G040921	DEE JASPAR AND ASSOCIATES, INC	378	20220	21-04048		21146	REPLACEMENT IRRIGATION WELL TASK ORDER #9	2,556.32
22	G040921	MEYER CIVIL ENGINEERING, INC	5110		9089		21148	MCCOMBS AVE PLAN CHECK 12/11/2020	144.00
23	G040921	OFFICE DEPOT, INC	33		1.70957E+11		21149	OFFICE SUPPLIES	55.00
24	G040921	SANDOVAL INDUSTRIES LLC	1180		97760		21150	SPRAY GUN FOR WEED CONTROL	136.36
25	G040921	SANDOVAL INDUSTRIES LLC	1180		98324		21150	DISPOSAL #19: STRAIGHTEN HOPPER FLAPPER	105.00
26	G040921	SOLENIS LLC	4012		131798366		21151	POLYMER USED TO DEWATER SLUDGE	4,343.27
27	G040921	THE HOME DEPOT PRO	5006		613128909		21152	JANITORIAL SUPPLIES	541.44
28	G040921	UNIVAR USA INC	111		49121270		21153	LIQUID CHLORINE WELL #14 - 747 G ST	812.69
29	G040921	UNIVAR USA INC	111		49121271		21153	LIQUID CHLORINE WELL #10 IRIS & GRIFFITH	627.64
30	G040921	VALDEZ, MARIA	5336		4889-0200006420		21154	RFND DEPOSIT 642 F ST CID #4889	155.82
31	G040921 Total								47,135.92
32	G050321	A&C FUNDING	5349		11880-0140023150		21155	RFND CREDIT CID#11880	41.37
33	G050321	ALICIA MENDOZA	5351		12221-0303016400		21156	RFND CREDIT CID#12221	77.85
34	G050321	AMAZON CAPITAL SERVICES, INC	4968		1QTC-FCNR-C4KV		21157	3 PACK OF DESK GROMMETS PLUGS FOR CITY HALL	22.71
35	G050321	AMAZON CAPITAL SERVICES, INC	4968		1GXY-LTG9-VR93		21157	STREET #02,32,88, & 89 EMERGENCY LIGHT INSTALL PTS	438.37
36	G050321	AMAZON CAPITAL SERVICES, INC	4968		1C6Q-TN14-MMJR		21157	COOLING SYSTEM TESTER & COOLING LEAK CHECKER	229.24
37	G050321	AMERICAN HOMES 4 RENT MANAGEMENT HOLDING	5345		12928-0251011170		21158	RFND CREDIT CID#12928	275.93
38	G050321	AMERICAN REFUSE INC	183		101906		21159	MAY 2021 RECYCLING @ 801 8TH ST PW	81.81
39	G050321	AMERICAN REFUSE INC	183		101907		21159	MAY 2021 RECYCLING @ 764 E. ST FIN	81.81
40	G050321	BANK OF AMERICA	5340		10207-0007008491		21160	RFND CREDIT CID 10207	121.28
41	G050321	BARRERA, ALICIA	5354		6010540		21161	RFND WTR DEPOSIT 1054 6TH STREET	161.00
42	G050321	BC LABORATORIES, INC.	63		8415269		21162	WW SAMPLE TEST 4/28/21 INFLUENT MONITORING	70.00
43	G050321	BELLA VISTA REAL ESTATE	5342		14555-0180006010		21165	RFND CREDIT CID#14555	80.15
44	G050321	BELLA VISTA REAL ESTATE HOLDINGS	4089		10550-0130016320		21163	RFND CREDIT CID#10550	79.76
45	G050321	BELLA VISTA REAL ESTATE HOLDINGS, LLC	5341		14241-0361017600		21164	RFND CREDIT CID#14241	25.95
46	G050321	BELLA VISTA REAL ESTATE HOLDINGS, LLC	5341		14241-0361017600		21164	RFND CREDIT CID 14241	51.90



Bill Pay List

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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
47	G050321	BELLA VISTA REAL ESTATE HOLDINGS, LLC	5341		14241-0361017600.		21164	RFND CREDIT CID#14241	47.02
48	G050321	BISHOP, BIRIDIANA	4957		REIMB 05/11/21		21166	RFND OVER PMT VETERAN BANNER RECEIPT#1457835	0.50
49	G050321	BRIDGEPORT TRUCK MANUFACTURING, INC	4493		42446-00		21167	DISPOSAL #22: DUMP HYDRAULIC CYLINDER	1,945.39
50	G050321	BURGER KING	5343		2251-0220021011		21168	RFND CREDIT CID#2251	127.66
51	G050321	COACHELLA COVE ENTERPRISE, LLC	5339		13471-0433006030		21169	RFND CREDIT CID#13471	2.79
52	G050321	COACHELLA COVE ENTERPRISE, LLC	5339		13471-0433005150		21169	RFND CREDIT CID#13471	3.74
53	G050321	COACHELLA COVE ENTERPRISE, LLC	5339		13471-0433006110		21169	RFND CREDIT CID#13471	34.67
54	G050321	COLDWELL BANKER PREFERRED-REO	3156		11030-0323003120		21170	RFND CREDIT CID#11030	77.95
55	G050321	COUNTRY AUTO & TRUCK, INC.	3008		727064		21171	55 GAL OF COOLANT FOR ALL CITY VEHICLES	143.25
56	G050321	COUNTRY AUTO & TRUCK, INC.	3008		727064		21171	55 GAL OF COOLANT FOR ALL CITY VEHICLES	238.76
57	G050321	DANNY K. ALLEN	5346		1617-0200013301		21172	RFND CREDIT CID#1617	21.06
58	G050321	DANNY K. ALLEN	5346		1617-0200013300		21172	RFND CREDITCID1617	147.72
59	G050321	ERIN TABER	5353		12960-0324027260		21173	RFND CREDIT 2726 MONDAVI CT.	14.65
60	G050321	FASTENAL COMPANY	3221		CABAE16294		21174	2 SQUARE DRIVE RATCHET WRENCHES	323.83
61	G050321	FED EX	123		7-372-37641		21175	FEDEX SRVCS MAY 21	147.63
62	G050321	FERGUSON ENTERPRISES INC	1008		1621292		21176	PARTS FOR STOCK USED FOR MAINTENANCE & EMERGENCY	2,796.51
63	G050321	GEMINI GROUP LLC	3880		121-14329		21177	CCR YEARLY REPORT - WATER QUALITY REPORT & MAIL	1,700.00
64	G050321	GONZALEZ, DAVID	5355		2957-0385004320		21178	RFND GREEN CONTAINER 432 STACY CT	40.00
65	G050321	JB ELECTRIC SERVICES INC	5352	20217	2054		21179	WW TREATMENT FACILITY:HARD WIRE NEW DESKS TO POWER	583.21
66	G050321	JB ELECTRIC SERVICES INC	5352	20217	2055		21179	CITY COUNCIL CHAMBERS: MICROPHONE REPAIRS	3,706.80
67	G050321	JB ELECTRIC SERVICES INC	5352		2057		21179	PROVIDE & INSTALL NEW DUSK TILL DAWN LIGHT FIXTURE	551.78
68	G050321	JB ELECTRIC SERVICES INC	5352		2058		21179	CITY MANAGER OFFICE:INSTALL NEW DATA OUTLETS	737.62
69	G050321	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075		90066		21180	5/04/21 TO 5/31/21 GREEN WASTE PORTABLE TOILET	57.67
70	G050321	NEWPORT POWER PROVIDERS	5344		12019-0300011160		21181	RFND CREDIT CID#12019	92.61
71	G050321	OK HYE KIM	5348		10764- 0215015250		21182	RFND CREDIT CID#10764	23.65
72	G050321	PG & E COMPANY	85		35931967851 05/10/21		21183	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 05/10/21	339.33
73	G050321	PG & E COMPANY	85		44600014086 05/09/21		21183	UB CENTRAL AVE & HWY 46 NW 04/09/21	81.75
74	G050321	PG & E COMPANY	85		87027247011 05/11/21		21183	UB AGRICULTURE (PAUL FARMS) 05/11/21	1,126.17
75	G050321	PG & E COMPANY	85		02579048568 05/12/21		21183	UB 2692 GRAPEVINE LN 05/12/21	11.74
76	G050321	PG & E COMPANY	85		58161952393 05/12/21		21183	UB MCCOMBS &GRIFFITH SE COR WATER WELL#12 05/12/21	4,005.72
77	G050321	SELF HELP ENTERPRISES	4845		14853-0415018100		21185	RFND CREDIT CID#14853	27.90
79	G050321	SELF HELP ENTERPRISES	4845		14853-0415001800		21185	RFND CREDIT CID#14853	28.60
80	G050321	SELF HELP ENTERPRISES	4845		14853-0415018010		21185	RFND CREDIT CID#14853	28.60
81	G050321	SELF HELP ENTERPRISES	4845		14853-0119018590		21185	RFND CREDIT CID#14853	28.60
82	G050321	SELF HELP ENTERPRISES	4845		14853-0119018750		21185	RFND CREDIT CID#14853	28.60
83	G050321	SELF HELP ENTERPRISES	4845		14853-0119018900		21185	RFND CREDIT CID#14853	28.60
84	G050321	SELF HELP ENTERPRISES	4845		14853-0119018010.		21185	RFND CREDIT CID#14853	28.60
85	G050321	SELF HELP ENTERPRISES	4845		14853-0119018750..		21185	RFND CREDIT CID#14853	28.60
86	G050321	SELF HELP ENTERPRISES	4845		14853- 0119018900		21185	RFND CREDITCID#14853	28.60
87	G050321	SELF HELP ENTERPRISES	4845		14853-0119018010..		21185	REFUND CREDIT CID#14853	31.46
88	G050321	SELF-HELP ENTERPRISES	5347		11868- 0120003570		21187	RFND CREDITCID#11868	14.32
89	G050321	SELF-HELP ENTERPRISES	3640		11896-0388027191		21186	RFND CREDIT CID#11896	63.83
90	G050321	STINSON STATIONERS INC	160		102543-0		21188	16 BOXES PRINTER PAPER FOR WHOLE DEPT	580.05
91	G050321	TAG/AMS, INC	298		2791542		21189	DRUG TEST 04/21/21	85.00
92	G050321	THE GAS COMPANY	246		08331820137 APR 21		21190	04/09/21-05/10/21 COURTHOUSE-757 F ST	22.47
93	G050321	THE GAS COMPANY	246		08961820373 APR 21		21190	04/09/21-05/10/21 CITY YARD-845 F ST	58.30
94	G050321	THE GAS COMPANY	246		08121820008 APR 21		21190	040/9/21-05/10/21 SHERIFF'S-748 F ST	5.73
95	G050321	USA BLUEBOOK	498		592852		21191	SHREDDER PUMP: MAINT OF CLARIFIERS	1,048.87
96	G050321 Total								23,206.24
97	MB041221	CARD SERVICE CENTER	4919	20217	DO031321-041221		5060	MULTIPLE TRANSACTIONS 03/13/21-04/12/21	3,581.49
98	MB041221	CARD SERVICE CENTER	4919		DO031321-041221		5060	MULTIPLE TRANSACTIONS 03/13/21-04/12/21	190.47
99	MB041221	CARD SERVICE CENTER	4919		MM031321-041221		5060	MULTIPLE TRANSACTIONS 03/13/21-04/12/21	503.80
100	MB041221 Total								4,275.76
101	A050221	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		44326	7 of 233	5059	MEDICAL CHECK RUN 05/10/21	745.85
102	A050221 Total								745.85



Bill Pay List

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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
103	A050321	ADMINISTRATIVE SOLUTIONS-FRESNO	2208		44334		5063	MEDICAL CHECK RUN 05/18/21	822.29
104	A050321	BLUE SHIELD OF CALIFORNIA	3591		2.1134E+11		5064	INS. PREMIUM JUN 21	49,968.02
105	A050321 Total								50,790.31
106	G050421	ACC BUSINESS	4766		211354811		21197	FIBER NETWORK SRVCS MAY 21	812.44
107	G050421	ACCONTEMP	268		57699717		21198	TEMP M. SOLORIO WE 05/07/21	770.63
108	G050421	ACCONTEMP	268		57699718		21198	TEMP M. SOLORIO WE 05/14/21	613.96
109	G050421	AFLAC	108		714668		21200	INS. PREMIUM MAY 21	652.06
110	G050421	ALEXANDER'S CONTRACT SERVICES, INC.	3828		2.02105E+11		21245	READING METERS 5/13/21 TO 5/18/21	5,404.33
111	G050421	AMAZON CAPITAL SERVICES, INC	4968		1T17-DH7K-CK43		21201	MONITOR DESK STAND FOR CITY MANAGER	77.92
112	G050421	AMAZON CAPITAL SERVICES, INC	4968		1KCC-WH1T-TY7G		21201	LAPTOP SPEAKERS FOR CITY MANAGER	21.64
113	G050421	AMAZON CAPITAL SERVICES, INC	4968		1QJL-KX31-GXQP		21201	CUSTOM ENGRAVED NAME PLATE W/SQUARE CORNERS	371.95
114	G050421	AMAZON CAPITAL SERVICES, INC	4968		1NYL-HYY4-HRWP		21201	OFFICE SUPPLIES FOR CITY HALL	250.84
115	G050421	AMAZON CAPITAL SERVICES, INC	4968		1TRN-DN6T-1FKH		21201	PHOTO FOLDERS FOR PW WEEK 2021	51.96
116	G050421	AMAZON CAPITAL SERVICES, INC	4968		14GF-4MGF-RTPD		21246	3 USB for Ctiy Clerk and City Admin	38.94
117	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	16HV-13KW-PLN3		21201	CABLE COVER BRUSH STYLE FOR CIP COUNCIL CHAMBERS	12.83
118	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	194P-XNTT-TF6V		21201	DIGITAL HDMI FOR CIP COUNCIL CHAMBERS	56.25
119	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	1M7G-NFY1-VLV7		21201	Furnishing Mobile Floor Lectern w/shelf & keyboard	776.54
120	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	1QTC-FCNR-41L7		21201	HIGH SPEED HDMI & ULTRA HD-CIP COUNCIL CHAMBERS	113.64
121	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	137H-7RXY-VM4V		21201	MONITOR FOR CIP COUNCIL CHAMBER	548.20
122	G050421	AMAZON CAPITAL SERVICES, INC	4968	20210	1PWY-F34G-NX4Y		21246	MICROPHONE FOR CIP COUNCIL CHAMBERS	171.04
123	G050421	ATT - PAYMENT CENTER	1488		16508394		21202	PHONE SRVCS 04/24/21-05/23/21	27.97
124	G050421	ATT - PAYMENT CENTER	1488		16508395		21202	PHONE SRVCS 04/24/21-05/23/21	45.65
125	G050421	ATT - PAYMENT CENTER	1488		16508396		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
126	G050421	ATT - PAYMENT CENTER	1488		16508397		21202	PHONE SRVCS 04/24/21-05/23/21	321.15
127	G050421	ATT - PAYMENT CENTER	1488		16508398		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
128	G050421	ATT - PAYMENT CENTER	1488		16508399		21202	PHONE SRVCS 04/24/21-05/23/21	67.65
129	G050421	ATT - PAYMENT CENTER	1488		16508400		21202	PHONE SRVCS 04/24/21-05/23/21	23.68
130	G050421	ATT - PAYMENT CENTER	1488		16508401		21202	PHONE SRVCS 04/24/21-05/23/21	45.68
131	G050421	ATT - PAYMENT CENTER	1488		16508402		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
132	G050421	ATT - PAYMENT CENTER	1488		16508403		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
133	G050421	ATT - PAYMENT CENTER	1488		16508404		21202	PHONE SRVCS 04/24/21-05/23/21	592.45
134	G050421	ATT - PAYMENT CENTER	1488		16508405		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
135	G050421	ATT - PAYMENT CENTER	1488		16508406		21202	PHONE SRVCS 04/24/21-05/23/21	27.97
136	G050421	ATT - PAYMENT CENTER	1488		16508407		21202	PHONE SRVCS 04/24/21-05/23/21	43.98
137	G050421	ATT - PAYMENT CENTER	1488		16508408		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
138	G050421	ATT - PAYMENT CENTER	1488		16508409		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
139	G050421	ATT - PAYMENT CENTER	1488		16508410		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
140	G050421	ATT - PAYMENT CENTER	1488		16508411		21202	PHONE SRVCS 04/24/21-05/23/21	23.67
141	G050421	ATT - PAYMENT CENTER	1488		16508412		21202	PHONE SRVCS 04/24/21-05/23/21	67.65
142	G050421	ATT - PAYMENT CENTER	1488		16509936		21202	PHONE SRVCS 04/24/21-05/23/21	85.04
143	G050421	BC LABORATORIES, INC.	63		B405497		21203	WW TEST SAMPLE 1/26/21 INFLUENT MONITORING	70.00
144	G050421	BC LABORATORIES, INC.	63		B412690		21203	WW SAMPLE TEST 3/23/21 INFLUENT MONITORING	153.00
145	G050421	BC LABORATORIES, INC.	63		B414852		21203	WTR SAMPLE TEST 4/27/21 BACTERIOLOGICAL	70.00
146	G050421	BC LABORATORIES, INC.	63		B415452		21203	WW TEST SAMPLE 4/30/21 INFLUENT MONITORING	70.00
147	G050421	BC LABORATORIES, INC.	63		B415501		21203	WW TEST SAMPLE 4/14/21 GW 2 QUARTERLY	2,805.00
148	G050421	BC LABORATORIES, INC.	63		B415615		21203	WTR TEST SAMPLE 5/4/21 BACTERIOLOGICAL	70.00
149	G050421	BC LABORATORIES, INC.	63		B415616		21203	WTR TEST SAMPLE 5/4/21 WELL #7 BACTERIOLOGICAL	84.00
150	G050421	BC LABORATORIES, INC.	63		B415802		21203	WTR SAMPLE TEST 5/6/21 BACTERIOLOGICAL	28.00
151	G050421	BHT ENGINEERING, INC	5134	20228	21-0133		21204	NEW ANIMAL SHELTER: GENERAL	580.00
152	G050421	BILL KORETOFF	1291		1621		21199	REPLACE MAIN BROOM ON GLOBAL SWEEPER	468.88
153	G050421	BISHOP, BIRIDIANA	4957		FSA 05/21/21		21205	REIMB FSA PLAN 05/21/21	208.33
154	G050421	BRIGHT HOUSE NETWORK, LLC	68		7.72614E+13		21206	INTERNET SRVCS 05/09/21-06/08/21-SHERIFF'S	132.96
155	G050421	BRIGHT HOUSE NETWORK, LLC	68		6.44775E+13		21206	INTERNET SRVCS 05/13/21-06/12/21-CITY OF WASCO	117.38
156	G050421	CALIFORNIA ASSOCIATION FOR LOCAL ECONOMIC DEVLPMN	470		300003216	8 of 233	21207	MEMBERSHIP RENEWAL FOR DANIEL ORTIZ-HERNANDEZ	570.00
157	G050421	CINTAS CORPORATION NO. 3	4480		4081702166		21208	UNIFORM SERVICES 04/16/21	326.43



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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
158	G050421	CINTAS CORPORATION NO. 3	4480		4084338548		21208	UNIFORM SRVCS 05/14/21	256.30
159	G050421	CINTAS CORPORATION NO. 3	4480		4085001369		21247	UNIFORM SRVCS 05/21/21	289.38
160	G050421	CIVICPLUS, LLC	5167		213308		21209	ANNUAL FEE 7/8/21-7/7/22	9,447.90
161	G050421	CLARK PEST CONTROL	117		28316341		21210	MAY 2021 5410 7TH ST PEST CONTROL SRVCS	51.00
162	G050421	CLEAN STRIDE LLC	5289	20217	3038		21248	APRIL 2021 JANITORIAL SERVICES	1,300.00
163	G050421	CLEAN STRIDE LLC	5289		3038		21248	APRIL 2021 JANITORIAL SERVICES	4,897.00
164	G050421	COBB, KERI	3329		REIMB POSTING NOE		21211	RFND COUNTYCLERK FEE POSTING CENTRAL PARK PROJECT	50.00
165	G050421	COUNTRY TIRE & WHEEL	4953		2209267		21212	STREETS #95: 2 NEW TIRES	353.03
166	G050421	CROSSWHITE CONSTRUCTION INC	5244	20217	0401-20		21249	INSTALL ALDER CABINETS AT COUNCIL CHAMBERS	54,900.00
167	G050421	CROSSWHITE CONSTRUCTION INC	5244	20217	0402-20		21249	DEMO & INSTALL AUTOMATIC DOORS @ PLAN,PW,FIN,CH	58,596.32
168	G050421	CROSSWHITE CONSTRUCTION INC	5244	20217	0403-20		21249	DEMO & INSTALL FLOORING @ CH 7 & PLANNING	9,248.27
169	G050421	CROSSWHITE CONSTRUCTION INC	5244	20217	0404-20		21249	DEMO & CONSTRUCT HANDICAP PLATFORM COUNCIL CHAMBER	12,358.36
170	G050421	CROSSWHITE CONSTRUCTION INC	5244	20217	0406-21		21249	INSTALL CARPET, VINYL CASE, ELECLECTRICAL BOXES- COUNCIL CHAMBERS	4,562.41
171	G050421	DEE JASPAR AND ASSOCIATES, INC	378	20196	21-04047		21250	WASCO WELL #14	5,122.27
172	G050421	DEE JASPAR AND ASSOCIATES, INC	378		19-07055		21250	WASCO FEASIBILITY STUDY	12,033.90
173	G050421	DEE JASPAR AND ASSOCIATES, INC	378	21027	21-04049		21250	WELL #15 PROJECT	5,082.76
174	G050421	DEE JASPAR AND ASSOCIATES, INC	378	21024	21-04050		21213	WELL #16 PROJECT	691.85
175	G050421	DOCUSIGN INC	5145		INV25586880		21214	eSignature Enterprise-Seat 05/13/21-05/12/22	4,880.00
176	G050421	FED EX	123		7-378-78630		21215	FEDEX SRVCS MAY 21	287.47
177	G050421	FERGUSON ENTERPRISES INC	1008	20216	1628582		21216	260 QT BLUE PIPE FOR SB1 PROJECT BIRCH 2,3,4TH ST	4,071.46
178	G050421	GLOBAL ENVIRONMENTAL PRODUCTS, INC	4681		663815		21217	DISPOSAL #25: SIDE BROOM BEARING	64.22
179	G050421	GOLDEN STATE PETERBILT	129		03P20482		21218	RETURN CORE TBRB FROM INV:03P20368	(184.03)
180	G050421	GOLDEN STATE PETERBILT	129		03P21458		21218	DISPOSAL #15: WHEEL BEARINGS	237.17
181	G050421	GOLDEN STATE PETERBILT	129		03P21517		21218	DISPOSAL #22: WHEEL BEARING	72.85
182	G050421	GOLDEN STATE PETERBILT	129		03P21609		21218	RETURN FROM INV:03P21458 TAPERED ROLLER BEARING	(61.63)
183	G050421	INTERWEST CONSULTING GROUP, INC.	1571		69352		21219	PLAN CHECK SRVCS APR 21	966.52
184	G050421	IRENE SANCHEZ M.D.	3683		EM004511		21220	PHYSICAL POST-OFFER	45.00
185	G050421	IRENE SANCHEZ M.D.	3683		EM004201		21220	PHYSICAL DOT 03/03/21	90.00
186	G050421	JEFFRIES BROS., INC	140		87842		21221	DISPOSAL #GENERAL: 90 GAL HYDRAULIC FLUID	1,329.87
187	G050421	KAISER FOUNDATION HEALTH PLAN INC	4757		03/26/21-04/25/21		21222	INS. PREMIUM 03/26/21-04/25/21	633.66
188	G050421	KERN COUNCIL OF GOVERNMENTS	24		LRSP-WAS		21251	KERN COG CONTRACT WITH TJKM	7,504.00
189	G050421	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WAS APR 21		21223	APRIL 2021: WASCO GATE FEE	1,076.22
190	G050421	KERN COUNTY WASTE MANAGEMENT DEPT.	19		WSP APR 21		21252	WSP APRIL 2021 LANDFILL FEES	12,054.92
191	G050421	LIEBERT CASSIDY WHITMORE	2269		1520347		21224	LEGAL SRVCS APR 21	456.00
192	G050421	LIEBERT CASSIDY WHITMORE	2269		1520610		21225	LEGAL SRVCS APR 21	2,600.00
193	G050421	NEW YORK LIFE INSURANCE COMPANY	4733		510763000 MAY 21		21226	INS. PREMIUM MAY 21	330.00
194	G050421	OFFICE DEPOT, INC	33		1.71768E+11		21227	OFFICE SUPPLIES: FRAMES & PROJECT FOLDERS	58.57
195	G050421	OFFICE DEPOT, INC	33		1.73453E+11		21227	OFFICE SUPPLIES FOR FINANCE	141.65
196	G050421	OFFICE DEPOT, INC	33		1.71624E+11		21227	RETURN CREDIT FROM INV:171768417001	(16.23)
197	G050421	OFFICE DEPOT, INC	33		1.71626E+11		21227	FRAME FOR PUBLIC WORKS	16.23
198	G050421	OFFICE DEPOT, INC	33		1.73458E+11		21227	1 PK FRIXION ERASABLE PEN FOR AP	19.31
199	G050421	PETERSON AUTO SUPPLY	152		340550		21228	DISPOSAL #22: BRAKE CHAMBER	110.37
200	G050421	PG & E COMPANY	85		20533184923 05/13/21		21229	UB SW SE SE 11 27 24 N/S POSO .25M W/O PALMS/13/21	4,604.40
201	G050421	PG & E COMPANY	85		21147131763 05/17/21		21229	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 05/17/21	18.19
202	G050421	PG & E COMPANY	85		27677027560 05/18/21		21229	UB 603 PALM AVE 05/18/21	19.09
203	G050421	PG & E COMPANY	85		29915249253 05/14/21		21229	UB 810 8TH ST 05/14/21	84.67
204	G050421	PG & E COMPANY	85		34334121893 05/14/21		21229	UB 25' N/O FILBURN ON BECKES 05/14/21	10.11
205	G050421	PG & E COMPANY	85		83658717562 05/17/21		21229	UB ANNEX PARKING LIGHT 05/17/21	10.87
206	G050421	PHOENIX GROUP INFORMATION SYSTEMS	4913		42021239		21230	CITATIONS FEES & SRVCS APR 21	423.85
207	G050421	R3 CONSULTING GROUP, INC.	3930		10355		21231	SB 1383 SUPPORT SERVICES: TASK #3,#4,#5	2,787.50
208	G050421	RAY A MORGAN COMPANY	4005		3325710		21233	LSAP RENEWAL 2021/2022	11,997.60
209	G050421	READYREFRESH BY NESTLE	4027		11E0018613430		21232	4/15/21 TO 5/14/21 DRINKING WTR @ 5410 7TH ST	129.43
210	G050421	ROADLINE PRODUCTS INC.	3189		16505		21234	TRAFFIC PAINT:120 GAL WHITE & 95 GAL YELLOW & BEADS	5,099.67
211	G050421	SANDOVAL INDUSTRIES LLC	1180		98224		21235	NITROGEN	45.53
212	G050421	SANDOVAL INDUSTRIES LLC	1180		98837		21235	RETURN NITROGEN FROM INV:00098224	(45.53)



Bill Pay List

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	A	B	C	D	E	F	G	H	I
	WarrantNo	Vendor	VendNo	ProjNo	InvNo	DIR #	CkNo	Description	Amounts
213	G050421	SANDOVAL INDUSTRIES LLC	1180		98275		21235	MATERIAL #: GAS TANK RENT	16.24
214	G050421	SILVA, MARCO	5175		PLAN 2021 HRA KAISER		21237	REIMB PLAN 2021 HRA KAISER	90.00
215	G050421	SOUTHERN CALIFORNIA GAS COMPANY	1438		04/01/21-05/01/21		21238	CNG FUEL BILL 04/01/21-05/01/21	173.50
216	G050421	STINSON STATIONERS INC	160		103638-0		21239	1 CASE PRINT PAPER 11X17 FOR PLANNING DEPT	52.99
217	G050421	STINSON STATIONERS INC	160		103823-0		21239	FOLDERS FOR PLANNING DEPT	77.92
218	G050421	STINSON STATIONERS INC	160		103500-0		21239	OFFICE SUPPLIES FOR PLANNING DEPT	553.72
219	G050421	SWAGIT PRODUCTIONS, INC	5178		17722		21240	VIDEO STREAMING SRVCS APR 21	1,435.00
220	G050421	THE GAS COMPANY	246		08207136329 MAY 21		21241	MULTIPLE ADDRESSES 04/13/21-05/12/21	153.53
221	G050421	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	21014	2112		21236	ADVERTISING:CMAQ PALM RFP AD	168.00
222	G050421	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	21013	2113		21236	ADVERTISING:PALM AVE RSTP RFP AD	171.00
223	G050421	THERMO KING OF CENTRAL CALIFORNIA INC	4851		MK07071		21242	WTR #56: A/C CONNECTION	35.81
224	G050421	TURN KEY CONTRUCTION AND SOLOR INC	5271	21020	201073-4		21253	FINAL PAYMENT APPLICATION 201073 COW LOT 1	8,999.00
225	G050421	VERIZON CONNECT NWF INC	4908		OSV000002431588		21243	MONTHLY GPS APR 21 MULTIPLE DEPT	152.00
226	G050421	ZEE MEDICAL SERVICE CO. #34	238		34-219296		21244	FIRST AID SUPPLY AT ANIMAL CONTROL	43.26
227	G050421	ZEE MEDICAL SERVICE CO. #34	238		34-219297		21244	FIRST AID SUPPLY AT WW	46.53
228	G050421 Total								271,439.28
229								Grand Total	397,593.36



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: June 1, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Sign and Execute Agreement with I & M Sheep Company to Lease 696 Acres of Municipal Land for Agricultural Purposes through June 30, 2026

Recommendation:

Staff recommends adoption of a resolution authorizing the City Manager to sign and execute agreement with I & M Sheep Company to lease 696 acres of municipal land for agricultural purposes through June 30, 2026.

Background:

The City has historically leased 696 acres of municipal land for agricultural purposes. This land is irrigated with effluent water from the Wastewater Treatment Plant. The lease with the previous tenant expired December 31, 2020.

Discussion:

On February 2, 2021 the City rejected bids received for the Wastewater Municipal Farm Lease of City owned farm land located near the Wastewater Treatment Facility at 5410 7th Street. This was done because staff identified the bidder's bids were not competitive with other comparable land lease rates within the region.

Staff re-advertised the Request for Proposals on April 11, 2021. On May 17, 2021, the City of Wasco received two bids from the following proposers:

FIRM	BID TOTAL
Southern Cross Dairy	\$82/acre
I & M Sheep Company	\$179.81/acre

I & M Sheep Company originally submit their proposal without the required addendum; however, the City's Request for Proposal was drafted with language permitting the City to reserve the right to waive any irregularity, informality, or technicality in the proposals in the City's best interest. In this case, it is in the best interest of the City to move forward with I & M Sheep Company as the selected bidder for this agreement. I & M Sheep

Company will assume the lease July 1, 2021. The Request for Proposal also permitted subleasing for grazing purposes. In addition to growing Title 22 approved crop, I & M Sheep Company will be grazing the land themselves.

The City's new irrigation well has experienced delays due to harbor staffing shortages for unloading of the ships. It is anticipated that the materials and pump will be installed and the well will be operational by June 15, 2021. The total cost for the ag well replacement is \$492,434.10. This is expected to be recovered by end of Year 4 of the lease agreement.

The lease agreement was drafted by the City attorney and reviewed by I & M Sheep Company. The agreement is for a five year term with an annual lease payment increase of 3% each year.

Fiscal Impact:

The Wastewater Enterprise Fund will receive the following amounts per year for the duration of the lease agreement:

Year 1	\$125,147.76
Year 2	\$128,902.19
Year 3	\$132,769.26
Year 4	\$136,752.34
Year 5	\$140,854.91

Total Amount (5-Year Term): \$664,426.46

Attachments:

1. Bid Summary
2. Request for Proposal
3. Addendum #1
4. Received Proposal
5. Resolution
6. Agreement



City of Wasco Bid Results

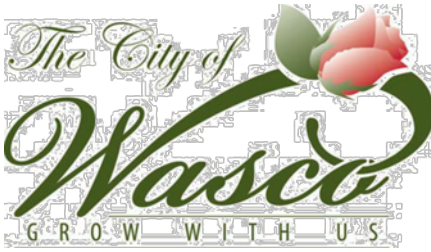
Date: 5/17/2021

Bid Package-Project Description:

Wastewater Municipal Farm Lease

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
I & M sheep Co.	5/17/2021	11:25 AM	2:06 PM	\$125,280.00	no	n/a
Wegis & Young	5/17/2021	12:25 PM	2:10 PM	\$57,072.00	yes	n/a

City of Wasco
Deputy City Clerk



CITY OF WASCO

PUBLIC WORKS DEPARTMENT

Request for Proposals: **Wastewater Municipal Farm Lease**

Date Issued: April 11, 2021

Proposals to be submitted to:

City of Wasco
Maria Martinez – City Clerk
746 8th St.
Wasco, CA 93280

Proposal Deadline: May 12, 2021 at 2:00 PM

Public Notice

The City of Wasco is seeking proposals from interested persons to lease three parcels (+/- 696 acres) of tillable land for the purpose of crop farming, including land cultivation and harvesting of crops, growing non-edible crops authorized under Title 22 of the California Code of Regulations ("Title 22") except the cultivation of cannabis or industrial hemp as defined in the request for proposal package. LESSEE must use effluent from the wastewater plant which will be provided to LESSEE without cost. A new irrigation well was recently drilled at the City's expense and is expected to be equipped and operational by May 31, 2021.

To obtain a copy of the Request for Proposals, please contact the City Clerk, Maria Martinez at cityclerk@cityofwasco.org. Questions regarding the contents of this RFP must be submitted in writing on or before 4 PM (PST) on Friday, April 30, 2021 and directed to Biridiana Bishop at bibishop@cityofwasco.org. All questions will be answered in the form of an addendum and emailed to all firms listed on the RFP holders list and placed on the City website on Wednesday, May 5, 2021.

Proposers shall submit sealed proposals in accordance with the RFP clearly marked **WASTEWATER MUNICIPAL FARM LEASE** to Mrs. Maria Martinez - City Clerk for the City of Wasco located at 746 8th Street, Wasco CA. 93280. Proposals are due by **May 12, 2021 at 2:00 PM**, no late proposals will be accepted. Interviews may be conducted at the City's discretion.

Award of the Contract, if awarded, will be made by the Wasco City Council within sixty (60) days after receipt of proposals by the City of Wasco. The City of Wasco will award this contract based on the rent proposed and the best qualified proposer as determined by the City, under its sole and absolute discretion.

I. SCOPE OF LEASE

The City of Wasco is seeking proposals from interested persons to:

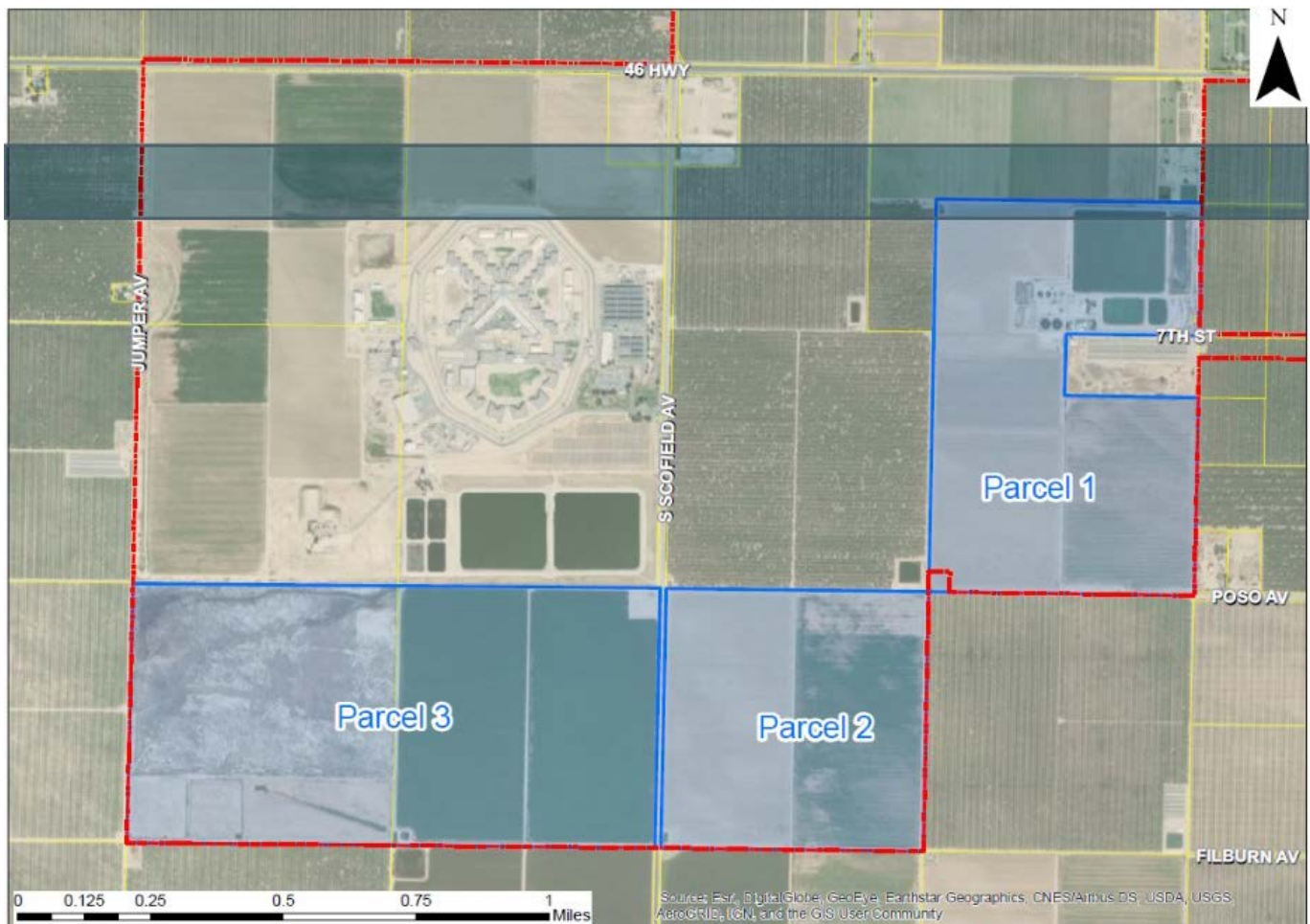
- a. Lease three (3) parcels of tillable land for the purpose of crop farming and use of all available effluent from the City wastewater plant. The City recently drilled an irrigation well which is expected to be equipped and operational by May 31, 2021 for use by LESSEE. LESSEE may only grow non-edible crops authorized under Title 22 of the California Code of Regulations ("Title 22") except that LESSEE may not grow cannabis or industrial hemp which are defined as follows:

"Cannabis" means all parts of the plant Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Industrial hemp" means a fiber or oilseed crop, or both, that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

- b. Manage and maintain effluent water runoff from wastewater treatment facility during high precipitous events.
- c. Repair, replace, keep and maintain the premises in good order to include: groundwater, irrigation, plumbing, piping systems, wells, monitoring and metering systems, hazardous chemicals or materials, vehicles and equipment, right-of-way entry and exit areas, and all internal paths and roads.

The total area for lease is approximately 696 gross acres (approximately 454 farmable) with 306 net acres available for irrigation with effluent reclaimed water and 148 gross acres available with existing irrigation wells. The annual lease payment made by LESSEE to CITY shall be calculated on the total gross PREMISES area average price per acre (696 acres) broken into three sections. Reference Exhibit A for layout of leasable acres. There are three Parcel areas: (1) approximately 220 acres, (2) 158 acres, (3) 318 acres. Each parcel provides two farmable areas. Effluent water source is primary irrigation source for Parcels 1 and 2 and well source irrigation for Parcel 3. The total area will be leased to one person (company). LESSEE will not be permitted to assign the Lease, or any interest therein, or sublet the Premises or any part thereof without an additional authorization and written AGREEMENT between the City and sublease party of interest.



A Pre-bid Meeting will be held by the City for interested persons to evaluate and assess site conditions. The pre-bid meeting will assemble on the northwest corner of Parcel 3, intersection of Scofield Avenue and Poso Drive on the site where the new irrigation well will be located. This meeting is not mandatory; however, it is the responsibility for interested persons or parties to view the site conditions prior to submitting a price. It will be assumed by submitting a proposal that you have viewed or assessed the site conditions. It will also be assumed that interested persons are aware that the current irrigation well on this site has been demolished and abandoned and that the new LESSEE can anticipate access to a newly constructed agricultural water well scheduled to be completed by May 31, 2021.

Unfamiliarity of conditions will not relieve the LESSEE from the obligations to furnish all equipment, supplies and labor necessary to carry out the provisions of the lease and/or to complete the performance of the obligations of the lease. Reference Exhibit C for the lease. Proposer shall state exceptions with the draft AGREEMENT included in Exhibit C.

Contact Biridiana Bishop at bibishop@cityofwasco.org if you have any questions regarding the site.

II. SCHEDULE OF EVENTS

April 11, 2021	Issuance of Request for Proposals
April 28, 2021	Pre-bid Meeting/Walkthrough (Parcels 1,2,3) @ 9:00 a.m. – Meet at SW Corner of Scofield and Poso Avenue.
April 30, 2021	Deadline to Submit Written Questions by 4PM
May 5, 2021	Response to Questions Issued
May 12, 2021	Proposals Due by 2:00 PM
June 1, 2021	City Council Approval of Contract
July 1, 2021	Issuance of Lease (estimated date)

III. PROPOSAL FORMAT AND CONTENT

To standardize responses and simplify the comparison and evaluation, all statements must be organized in the manner set forth below, separated into sections and appropriately labeled. The proposer is requested to provide the following information:

1. **Introductory Letter** – The introductory letter shall include legal business name, mailing address, telephone number, fax number and email address. The letter will address the proposers understanding of the City's request and any other pertinent information the proposer believes should be included. All addendums received must be acknowledge in the transmittal letter. The letter shall be signed by the individual authorized to bind the proposer to the proposal.
2. **Executive Summary/Firm Profile** – Provide a general description of proposing entity or person. Provide background including years of experience in farming and type of experience, including managing ag land or municipal ag land.
3. **Intended Land Use** – Provide an overview of the number of acres of each area the proposer intends to farm. Include proposer's understanding that the AGREEMENT will require the LESSEE be responsible for all three parcels regardless if any or all of these parcels will be used for the purpose of crop farming, including land cultivation and harvesting of crops (*excluding cannabis and industrial hemp*) in accordance with Title 22.
4. **Grazing Sublet** – Proposals may include plans to sublet for the purpose of grazing. There is currently a sheep owner who requests to graze on the land every year. LESSEE will not be authorized to sublet or grant access to farmland to parties for the purpose of grazing benefit without prior written consent and formal written agreement defining the terms and conditions between the City and SUBLESSEE.
5. **Rent Per Acre** – Provide the amount per acre average rent proposer is willing to pay. The selected LESSEE will be responsible for paying rent on all acres regardless of whether the LESSEE chooses to farm those acres or not. The form of lease between the City and LESSEE is attached as Exhibit C (subject to modification at time of award) and includes the LESSEE's obligations under the lease. The City expects a fair market value price per acre for the entire site.
6. **Conflict of Interest Statement** – All proposers are required to disclose throughout the term of the lease any apparent or perceived conflict of interest or ethical considerations related to representations or affiliation with any boards, organizations, committees or clients.
7. **Litigation** – Indicate if the proposer was involved or is currently involved in any litigation over the last five years. If yes, briefly describe the nature of the litigation and the result.
8. **Contract AGREEMENT** – The City anticipates the lease start date to be July 1, 2021 and continue through June 30, 2026 for a period of five (5) years. LESSEE shall be entitled to have and to hold PREMISES, together with the appurtenances, rights, privileges and easements thereunto belonging to or appertaining for a five (5) year term commencing on July 1, 2021, and ending June 30, 2026.
9. **Early Access to Premises** - In order to promote a smooth transition from the previous farming enterprise to LESSEE and to provide seasonal reclaimed water demand, CITY may at CITY's sole discretion provide early access to fallow gross acres for Fall 2021 planting of crops. Should CITY elect to proceed with this early access, CITY shall identify farm fields within the PREMISES that will be provided early to LESSEE in writing no later than June 10, 2021 with such farm fields selected by CITY at CITY's sole option.
10. **Exercising Option to Extend Lease Term** - After the initial lease term, the LESSEE will have three successive options of 1 year each to extend the lease term subject to all provisions of this AGREEMENT, including but not limited to, provisions for adjustments to and variations in rent.

DELIVERY OF PROPOSALS & GENERAL CONDITIONS

All proposals shall be typewritten and submitted in a sealed envelope plainly marked on the outside: "Wastewater Municipal Farm Lease - Do Not Open with Regular Mail." A total of three copies of the proposal are required.

Send or deliver three copies of sealed proposals to the following:

City of Wasco
Attn: Maria Martinez
746 8th Street
Wasco, CA 93280

The emphasis of the proposal should be on responding to the requirements set forth in this Request for Proposal in a precise and logical manner. The proposal must be signed by a designated firm representative or officer who is authorized to bind the proposer contractually. Submission of a signed Proposal to the City will be interpreted to indicate the firm's willingness to comply with all terms and conditions set forth herein.

Failure to read the Request for Proposal and to comply with its instructions will be at the proposer's own risk. Proposer must examine the RFP documents carefully and before submitting you may request from the City's contact person(s) additional information or clarification. Failure of interested parties to request additional information or clarification shall preclude those parties from subsequently claiming any ambiguity, inconsistency, or error.

The City of Wasco reserves the right to reject any/or all proposals. The City also reserves the right to waive any irregularity, informality, or technicality in the proposals in the City's best interest.

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the proposer. The City assumes no liability for any costs incurred by proposers during the selection process.

All proposals, including attachments, supplementary materials, renderings, sketches, addenda, etc. shall become, upon submission, the property of the City, and will not be returned to the submitting proposer.

IV. EVALUATION CRITERIA

The City of Wasco will award this contract based on the best bid and qualified proposer as determined by the City, under its sole and absolute discretion. After submission of the written proposal, qualified Proposers may be requested to make an oral presentation to a committee responsible for making final recommendations. The process allows for confidential clarifications, negotiations and revisions.

V. INQUIRIES

Please contact the following if clarification is needed:

Biridiana Bishop
City of Wasco, CA
Public Works Director
bibishop@cityofwasco.org

VI. Clarification and/or Revisions to the Specifications and Requirements

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addendum prior to the due date. Interested parties should rely only on the representations, statements or explanations that are contained within this RFP and the written addenda to this RFP. Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

It is the interested party's responsibility to assure receipt of all addenda, which will be posted to the City's

website (www.cityofwasco.org) then RFPS/Bids and will be referenced under this project. Upon posting, such addenda shall become part of the RFP and binding on interested parties.

RFP bid documents may be obtained after 8:00 AM on **April 12, 2021**, for a NONREFUNDABLE FEE OF \$10.00 per set from:

**CITY OF WASCO
746 8th Street, WASCO, CA 93280
(661) 758-7215**

An additional charge of ten dollars (\$10.00) per set will be made for mailing.

OR

Email CITYCLERK@CITYOFWASCO.ORG to request a PDF copy of the Plans and Specifications at no cost.

VIII. Closing Date

Proposals will be received up to 2:00 pm PST May 12, 2021. No late proposals will be accepted.

XI. Venue

This AGREEMENT will be governed and construed according to the laws of the State of California. This AGREEMENT is performable in Kern County.

XII. Status of Proposal

Upon award, proposals will be considered public record available for official request obtained through Wasco City Hall. Information on status may be obtained from the City of Wasco website at <http://www.cityofwasco.org/Bids>

Exhibit “A” – Map

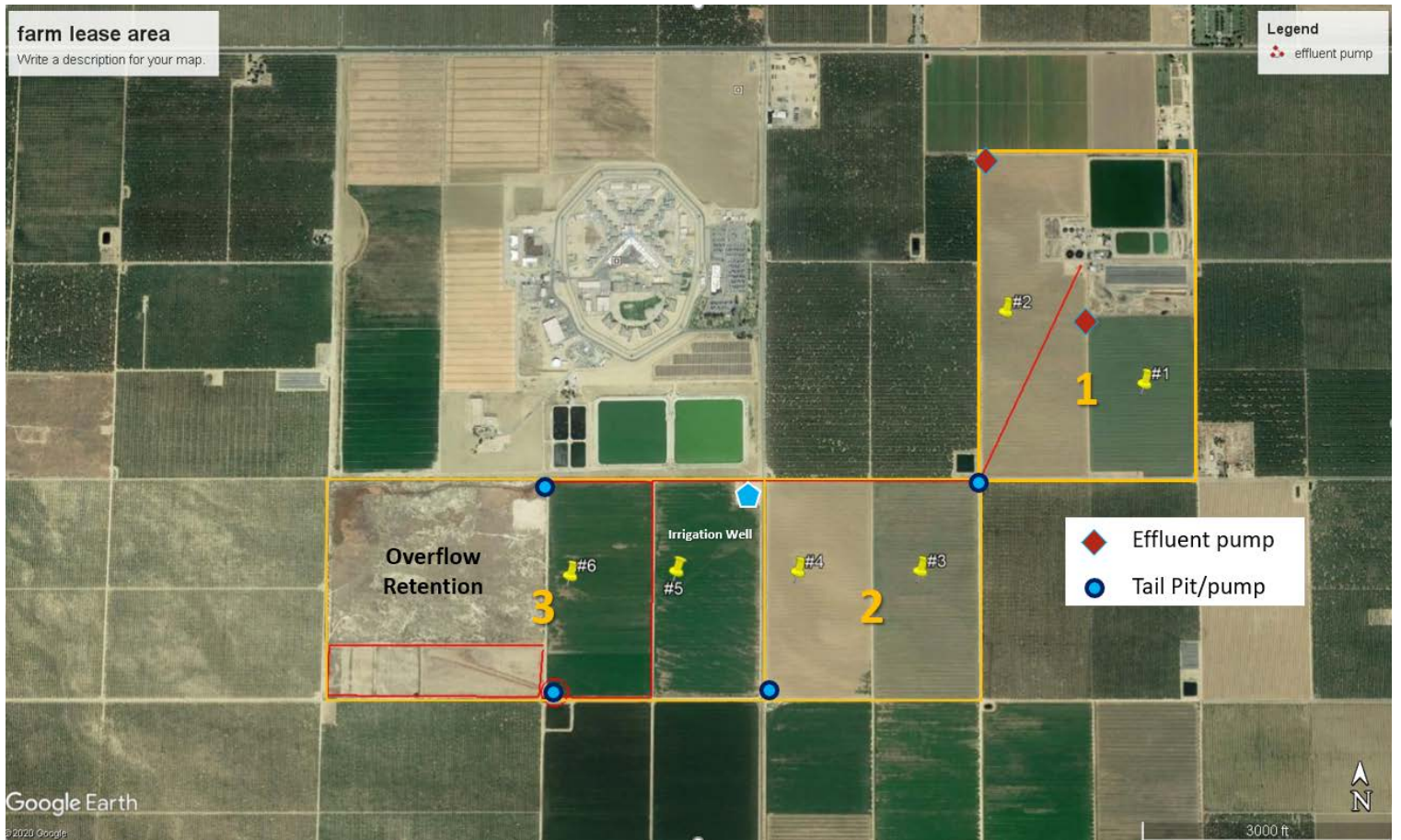


Exhibit “B”
CITY OF WASCO PROPOSAL FORM
FARM LAND LEASE

Bid Due: May 12, 2021 2:00 p.m. PST

Mail / Delivery To: City of Wasco
Attn: Maria Martinez
746 8th Street
Wasco, CA 93280

Total Price will be for land lease from July 1, 2021 – June 30, 2026

696 Acre Area: Year 1 Rent: \$_____ acre/year

Firm/Individual Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Date: _____

Address: _____

Telephone: E-mail: _____

Exhibit "C"
CITY OF WASCO AGREEMENT
WASTEWATER MUNICIPAL FARM LEASE

WASTEWATER MUNICIPAL FARM LEASE

This lease is made and entered into this 1st day of July 1, 2021 between the City of Wasco, a municipal corporation, hereinafter called "Lessor" and _____ hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor owns improved farmland for the purpose of locating and maintaining thereon sewage disposal facilities for its City sewer services; and

WHEREAS, the Lessee desires to rent a portion of said property for agricultural use; and

WHEREAS, it is the understanding of the parties that an important consideration for the rental of this land is to provide for the reclaimed wastewater upon the premises (hereinafter described), as it comes from the sewage disposal and treatment plant of the Lessor, as well as the continued development of the land for its improvement for irrigated agricultural purposes.

NOW THEREFORE, and in consideration of the mutual covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. DESCRIPTION:

Lessor hereby leases to Lessee and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, that certain real property hereinafter referred to as the "premises" situated in the County of Kern, State of California, and more particularly featured in Exhibit "A".

2. TERMS:

The term of the Lease shall be for a period of five (5) years (the "Lease term"), commencing on July 1, 2021 and terminating on June 30, 2026, unless earlier terminated as hereinafter described. As used hereinafter, the term "lease year" shall mean each calendar year from July 1 to the following June 30. Lessee is hereby granted four successive options (the "Option") of one year each (the "Option Term") which Lessee may exercise by written notice to Lessor no later than 30 days prior to the end of the Term or Option Term, as the case may be, and provided that Lessee is not then in default under this Lease. The Option is exclusive to Lessee and Lessee may not assign the Option.

3. RENT:

Lessee shall pay rental to Lessor in cash in the amount of xxxxxxxxxxxxxx Dollars (\$xx,xxx) per lease year ("Rent") commencing on July 1, 2021. The Rent shall increase on July 1st of each lease year

thereafter as follows: 3% in the second lease year, 3% in the third lease year, 3% in the fourth lease year, and 3% in the fifth lease year, Rent shall be payable in advance in equal quarterly installments on July 15, October 15, January 15, and April 15 of each lease year. The Rent during each Option Term if applicable shall be increased 3% over the prior years. Rent at the commencement of each Option Term. The Rent in each Option Term shall be payable in advance in equal quarterly installments on July 15, October 15, January 15, and April 15 of each Option Term.

Any holding over after the expiration of the Lease term, with the consent of Lessor will not be considered a renewal but shall be treated as a tenancy from month-to-month at a rental of 125% of the existing rental per month, and shall otherwise be on the terms and conditions in this Lease as applicable.

4. ADDITIONAL RENT:

If Lessee fails to make a rental payment in a timely manner as provided in Section 3, then Lessee shall be charged an additional ten percent (10%) of the quarterly rent amount which is then due and which amount shall be considered as additional rent. In addition, for any rent, which includes additional rent which is more than twenty (20) days past due, the Lessor may at its option place a UCC -1 lien on any crop or crops on the premises and take any other action it deems necessary.

5. PERMITTED CROPS:

Only the permitted crops as set forth in Title 22 of the California Code of Regulations governing secondary treated wastewater and non-edible crop production shall be grown on the premises. Notwithstanding the foregoing, Lessee shall not grow cannabis or industrial hemp (hereinafter described) which are strictly prohibited for cultivation on the premises. The foregoing terms are defined as follows:

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Industrial hemp" means a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

6. INSURANCE:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage.
2. Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.
3. Property insurance against all risks of loss to any Tenant improvements or betterments. Lessee shall

maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for

Bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit.

2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Full replacement cost with no coinsurance penalty provision.

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Lessor, its officers, councilmembers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, councilmembers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, councilmembers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Lessee shall furnish Lessor with the original certificates and amendatory endorsement effecting coverage required by this clause. The endorsement should be on forms provided by the Lessor or on other than the Lessor's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Lessor prior to Lessee occupying the premises. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these

specifications at any time. Lessee hereby agrees and acknowledges that the premises have been accepted in an "as is" condition and without representation or warranty by Lessor as to fitness for any purpose or use.

7. CASUALTY INSURANCE:

The parties each specifically acknowledge that Lessor shall not be obligated to keep the premises insured against fire, or any other insurable risk Lessee hereby and forever waives all right to claim or recover damages from Lessor in any amount as the result of any damage to the premises by fire, earthquake, flooding, stem or any other casualty.

8. TAXES, ASSESSMENTS AND LIENS:

Lessee agrees to pay, when due, all taxes and assessments which may be levied against Lessee's possessory interest in the premises and upon any crops or personal property which Lessee causes to be grown, placed or maintained upon the premises, and agrees to keep the premises free from all liens and encumbrances by reason of the use of occupancy of the premises by Lessee or any person claiming under Lessee except for any UCC-1 lien which is placed against the crop or crops growing on the premises.

9. IMPROVEMENTS:

Lessee shall not make any alterations, additions, or improvements upon the premises without the express prior written consent of Lessor. All alterations, additions, and improvements shall be done in a good and workman like manner and diligently prosecuted to completion, and shall be performed and maintained in strict accord with all laws and ordinances relating thereto. Unless otherwise expressly agreed to by Lessor, any and all alteration, additions and improvements shall remain on, and be surrendered with the premises upon the expiration or termination of this Lease

Lessee agrees that all structures and improvements, such as fences, gates, towers, derricks, tanks, pipes or other improvements, whether of like or different nature than the foregoing, and excepting there from any personal property of Lessee's, shall be and remain a part of the real property and shall not be removed or damaged by Lessee after construction or installation and shall be surrendered to Lessor upon termination of this Lease.

Lessee agrees that any and all irrigation pipelines, well pumping equipment and other structures, buildings and fixtures, appurtenant hereto, hereinafter collectively referred to as "irrigation equipment" located on the premises are and shall remain the property of the Lessor and shall be surrendered in good condition and repair, to be determined by the City or repaired at the sole cost of the Lessee. Notwithstanding the foregoing, the Lessor and Lessee agree to split the cost of all irrigation well repair equally up to the first \$50,000. Any well repair thereafter will be the Lessor's responsibility, provided, however, the Lessor will have the option to make repairs or terminate this Lease and if Lessor chooses to terminate the Lease, Lessor shall give Lessee thirty (30) days prior written notice and Lessor shall have no liability or responsibility for any damage or losses caused to Lessee as a result thereof including, without limitation, Lessee's loss of its cultural costs and crop.

Lessee agrees that any damage to equipment and infrastructure caused by Lessee or any person visiting or doing business with Lessee on the premises, shall be repaired in good order at the sole expense of Lessee.

Lessee will maintain the area immediately outside the fence of the treatment plant in a clean, weed free and grass free condition.

10. PESTICIDES AND HERBICIDES:

Lessee agrees that any and all pesticide or herbicide applications on the premises shall be made in strict accordance with all Federal, State, County, and local laws. Lessee further agrees to dispose of any pesticides, herbicides, or any other hazardous materials which are declared to be either a health or environmental hazard in such a manner as prescribed by law. This shall include, but shall not be limited to, contaminated containers, clothing, equipment or any other contaminated material.

11. UNDERGROUND TANKS:

Notwithstanding anything to the contrary set forth in this Lease, Lessee shall not have the right to install underground or aboveground storage tanks without the express prior written consent of the Lessor.

12. HAZARDOUS MATERIALS INDEMNITY:

Lessee hereby agrees to indemnify and hold harmless Lessor and its officers, employees, servants and agents from and against any and all claims, actions, losses, liabilities, damages, costs, attorney's fees and other expenses (A) including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials on the premises, or arising out of the premises, and (B) including, without limitation, the cost of any required or necessary plans, to the full extent that such action is attributable, directly or indirectly, to the presence, or disposal of Hazardous Materials on the premises. As used in this Section Hazardous Materials means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or related materials, including, without limitation, substances defined as "hazardous substance", "hazardous materials" or "toxic substances" in the Comprehensive Environmental response, Compensation and Liability action on 1980 as amended, 42 USC, Section 9601, et seq.; the Hazardous Materials Transportation act, 49 USC, Section 1801, et seq.; the resource Conservation and Recovery Act, 42 USC, Section 6901, et seq.; the Toxic Substance Control Act 15 USC, Section 2601, et seq.; any other Federal, State, County, or local law applicable to the premises, and in the rules and regulations adopted or promulgated under or pursuant to any of said laws. The provisions of this Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Lessee's previous ownership or possession of the premises.

13. WATER:

Lessee shall not remove water from the premises to any other location without written permission of the Lessor, in which event Lessee shall provide Lessor with a monthly written statement of water removed. In addition, Lessee shall be solely responsible for all costs and expenses of transporting, extracting, and metering, and for all reporting required to the Lessor and any other entities.

14. UTILITIES:

All charges and assessments for or in connection with Lessee's use of the premises including, without limitation, all utilities which may be furnished to or used on the premises by Lessee, shall

be paid by Lessee at Lessee's sole cost and expense.

15. WORKER'S COMPENSATION:

Lessee is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing farming under this contract.

16. MAINTENANCE:

Throughout the term of this Lease Lessee shall, at Lessee's sole cost and expense, repair, replace, keep and maintain the premises in good order, condition and repair. Lessee shall at Lessee's own expense, take all actions and precautions necessary for the care of the premises including, but not limited to, irrigation, insect control, disease control, weed control, weed abatement in accordance with the Kern County Fire Department's annual Weed Abatement Program, rodent control, soil erosion control and any other items necessary for the use of the premises in accordance with approved standards of farming and agricultural practices. Lessee shall, at its sole cost and expense, keep any buildings, fences, irrigation systems or other improvements on or placed on the premises in good repair and condition. Except as otherwise described in this Lease, Lessor shall not be obligated to repair, replace or maintain the premises in any manner throughout the term of this Lease. Lessee shall provide a written report to Lessor at Lessee's sole cost and expense at the end of each calendar quarter setting forth the maintenance that has been done and any structures or improvements that have been constructed. Lessor shall have the right to inspect the premises to confirm accuracy of each report.

Neither shall Lessor be obligated to perform any precautionary nor preventive measures with respect to the premises, including, but not limited to, drainage and flood control measures. Should Lessor perform any of the foregoing, such services shall be at the sole discretion of Lessor, and the performance of such services shall not be construed as an obligation or warranty by Lessor of future ongoing performance of such services.

17. ASSIGNMENTS AND SUBLETTING:

Lessee may sublet the premises for sheep grazing under such terms and conditions as approved by Lessor in its sole and absolute discretion. Except for the foregoing, Lessee shall not assign the Lease, nor any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the premises, or any portion thereof, without the prior written consent of Lessor. Said consent is at the sole discretion of Lessor. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee by operation of law, without the written consent of Lessor. Any assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease.

18. INSOLVENCY OR BANKRUPTCY:

If Lessee shall be adjudged, bankrupt or insolvent this Lease shall thereupon immediately terminate and the same shall not be treated as an asset of the Lessee under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Lease shall

immediately become null and void and of no effect, and the Lessor may immediately retake possession of the premises and all crops growing thereon.

19. STATUTORY COMPLIANCE:

Lessee will forthwith enter into possession of the premises and will assume the duty and responsibility of disposal of all Secondary Wastewater transferred from the treatment plant of the Lessor to Lessee. The Lessee will adhere to the State of California Department of Health Services Guidelines (Title 22) for Use of Secondary Effluent Wastewater. Lessee will notify the City in the event that the Lessee cannot dispose of the Secondary Wastewater in the approved manner, Lessee will not use the Secondary Wastewater for any use not prescribed in Title 22. Lessee will take all Secondary Effluent Wastewater transferred to Lessee by Lessor at all times, and if necessary, provide a sump for short-term storage whenever a fluctuation in agriculture operation does not permit continual usage.

It will be the sole responsibility of Lessee to provide signage to inform the public that Reclaimed Wastewater is being used on the premises. The warning signs should be posted at least every 500 feet with a minimum of one sign at each corner and one at each access route unless additional signage is required by law. Lessor shall initially provide Lessee with the required warning signs which Lessor shall maintain, repair and replace as required.

Lessee shall, at Lessee's own cost and expense, take reasonable efforts to restrict public access to the premises. Lessee further agrees to grade the perimeter of the premises to prevent pounding along any public road or other public area. Setbacks shall also be put into effect to limit and restrict the Reclaimed Wastewater from coming in contact with the public and any other water sources.

Lessee shall permit Lessor and Lessor's agents and/or employees at all reasonable times, to enter the premises and to use the roads established in the premises now, and in the future, for the purpose of inspecting compliance with the terms of the Lease.

20. INDEMNIFICATION AND HOLD HARMLESS:

Lessee hereby agrees to defend, indemnify and hold harmless the Lessor and its City Council Members, officers, employees, servants, and agents from and against all claims, actions, liabilities, losses, damages, costs, attorney's fees and other expenses arising out of any loss or damage to property or injury to or death of persons, resulting in any manner whatsoever, directly or indirectly, by reason of this Lease or use or occupancy of the premises or the use of Secondary Wastewater by Lessee, or any person claiming under or through Lessee. The provision of this section shall survive the expiration or termination of this Lease.

21. PARTIES BOUND AND BENEFITTED:

The covenants and conditions herein contained shall apply to and bind all successors and assigns of the parties hereto.

22. NOTICES AND PAYMENTS:

Any notice to be given hereunder or at law to either party shall be deemed delivered when personally served on the party to be noticed or on the next business day following deposit of the notice with an overnight delivery service provided the overnight carrier's records confirm delivery, or when delivered by the United States mail, postage prepaid, registered or certified mail, return receipt requested with the date of signing (or refusal to sign) the return receipt deemed the date of service, or forty-eight (48) hours following deposit in the United States mail, postage prepaid, or when sent by confirmed facsimile

transmission or when sent by electronic mail (“email”). The following shall be used in providing the foregoing notices:

LESSOR: THE CITY OF WASCO

Attention: City Manager
764 E Street
Wasco, CA 93280
Fax: (661) 758-5411
Email: daortiz@ci.wasco.ca.us

LESSEE:

Attention: _____
_____, CA.
Fax: _____
Email: _____

Either party may change its address by providing written notice to the other in the manner described herein.

23. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect to the full extent allowed by law.

24. RIGHT TO TERMINATE LEASE IN WHOLE OR IN PART:

Lessor may terminate this Lease and retake possession of the entire premises or any portion thereof, at anytime by providing Lessee with written notice of such termination at least six months prior to the date of any such termination . In the event Lessor shall retake only a portion of the premises, rentals, shall be abated on a per acre basis, any fractional component rounded upward to the next acre. Lessee shall refrain from planting or preparation of any land so removed unless any crop thereon can be harvested prior to the time set forth in the notice. Lessee hereby agrees to quit and surrender possession of the premises at the termination of this Lease

25. MISCELLANEOUS :

(a). Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the Lessee, and this Lease shall be binding upon Lessee in accordance with its terms.

(b). Lessor makes no warranties or representations as to the condition of the premises or their suitability for the purposes for which the Lessee will use them. Lessee accepts the premises "AS IS, WHERE IS, AND WITH ALL FAULTS" and hereby assumes the risk of use of the premises and releases Lessor, its officers, councilmembers, employees, agents, and representatives from any and all claims relating to the condition of the premises. Lessee represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California and waives and releases any right or benefit which Lessee has thereunder which Section reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the

debtor or released party."

(c). This Lease contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

(d). If any action is commenced arising out of or relating to this Lease, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

(e). This Lease may only be amended by a writing executed by all parties.

(f). This Lease shall be governed by and construed in accordance with the laws of the State of California.

(g). Waiver by a party of any provision of this Lease shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

(h). Lessor's remedies for a tenant default described herein are not exclusive but are cumulative and in addition to all available under the law or in equity.

(i). Paragraph headings in this Lease are used solely for convenience and shall be disregarded in the construction of this Lease.

(j). On the last day of the Lease term, or extension thereof, Lessee shall peaceably and quietly leave, surrender, and yield up to Lessor the premises in as good condition and repair as existed at the commencement of Lessee's occupancy, reasonable use and wear there of excepted.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives and the date first written above.

XXXXXXXXXXXXX, Lessee

CITY OF WASCO, Lessor

By: _____
DANIEL ORTIZ
HERNANDEZ, City Manager

EXHIBIT "A"

DESCRIPTION

- PARCEL 1: The West Half (W- $\frac{1}{2}$) of the Southeast Quarter (SE- $\frac{1}{4}$); and the Southeast Quarter (SE- $\frac{1}{4}$) of the Southeast Quarter (SE- $\frac{1}{4}$) and the South Half (S- $\frac{1}{2}$) of the Northeast Quarter (NE- $\frac{1}{4}$) of the Southeast Quarter (SE- $\frac{1}{4}$); and the South Half (S- $\frac{1}{2}$) of the Northeast Quarter (NE- $\frac{1}{4}$) in Section 9, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 220 acres, more or less.
- PARCEL 2: The Northwest Quarter (NW- $\frac{1}{4}$) in Section 16, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California;
- EXCEPTING the West 30 feet thereof.
- Containing 158 acres, more or less.
- PARCEL3: The North Half (N- $\frac{1}{2}$) of Section 17, 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 318 acres, more or less.
- SAVE AND EXCEPT, AND RESERVING to the Lessor all lands reasonably necessary for the sewage disposal treatment plant, and future additions and development as may be required by the Lessor,



ADDENDUM 1
CITY OF WASCO
WASTEWATER MUNICIPAL FARM LEASE

May 10, 2021

To: Request for Proposal Holders of the Referenced Project

From: The City of Wasco

**Note: Please read, SIGN IMMEDIATELY and attach to bid documents!
Bids submitted without signed Addendum will be rejected.**

Thank you for your interest in this project. Please note the following:

1. **The Bid Due Date has been changed to May 17, 2021 at 2:00 p.m.**
2. **Question:** Can you provide any historical data detailing the amount of treated effluent available for irrigation purposes?

Answer: The Daily average flow coming in is 1.3 million gallons/day. There is a total storage capacity of 450 acre-feet on the acreage available for lease. The City does not have any actual data detailing the amount of treated effluent available for irrigation purposes but tenant can expect to see up to a 30% reduction in water availability due to the drier climate conditions.

3. **Question:** Is the tenant responsible for SWID assessments ?

Answer: Yes.

4. **Question:** Can the tenant utilize the SWID allocations at other outlets within the district or must all SWID water be used on the subject property?

Answer: All SWID allocations must be used on the subject property and may not be used at other outlets.

5. **Question:** Can you provide a map of all pipelines conveying effluent and groundwater for irrigation purposes?

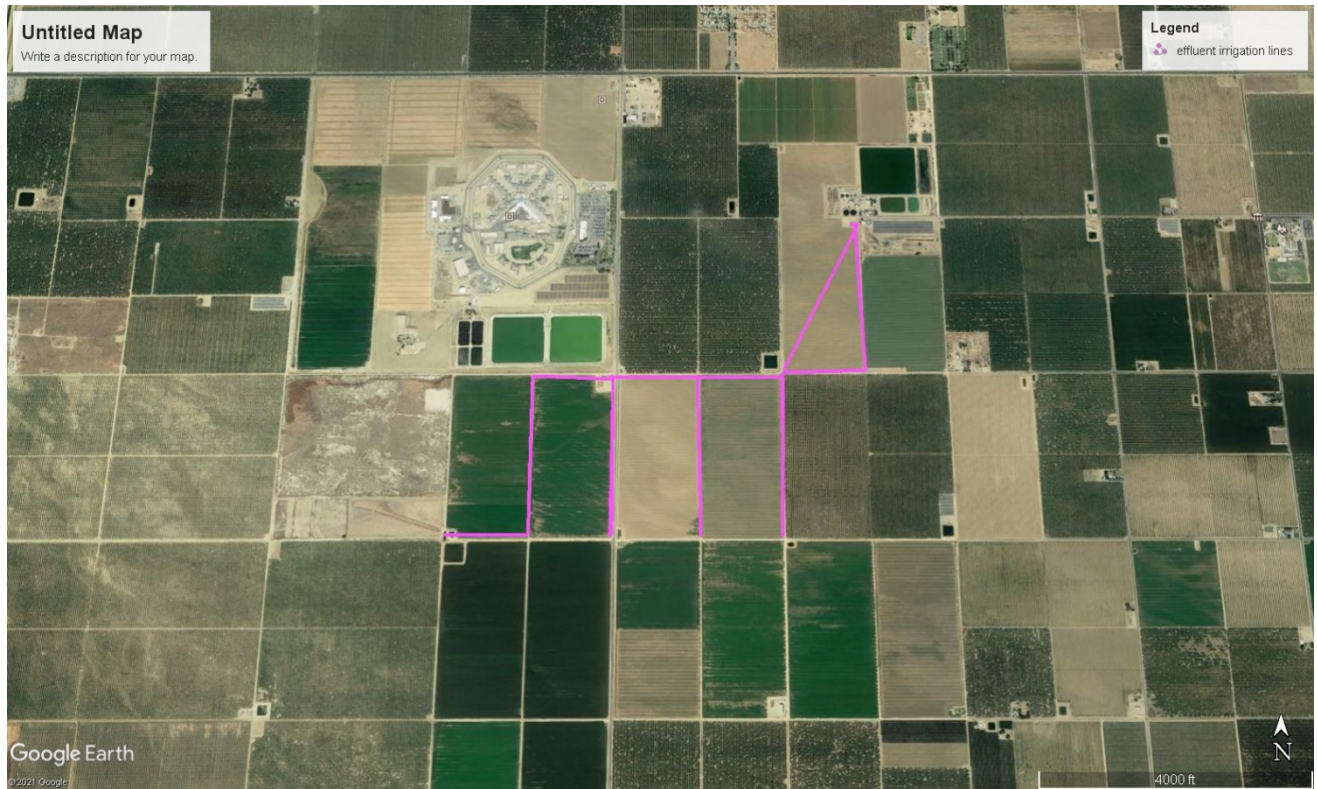
Answer: See attached attachment "A"

Proposer shall sign this Addendum (#1) to acknowledge receipt of the Addendum #1 and enclose the signed copy of this Addendum with the bid.

Proposer's Signature

Date

ATTACHMENT "A" EFFLUENT IRRIGATION LINES



May 17, 2021

Frankie Iturriria
I & M Sheep Company
16837 Magnolia Avenue
Wasco, CA 93280

City of Wasco
Maria Martinez
746 8th Street
Wasco, CA 93280

RE: Introductory Letter - RFP for Wastewater Municipal Farm Lease

Dear Ms. Martinez:

We appreciate the opportunity to present this proposal to the City of Wasco for the Wastewater Municipal Farm Lease. I & M Sheep Company is a first generation family that emigrated and settled in Wasco in the late 1950's.

We understand the City of Wasco is requesting and plan to adhere to the following below:

- a. Lease three (3) parcels of tillable land for purpose of crop farming and use of all available effluent from the City wastewater plant. That we may only grow non-edible crops and may not grow cannabis or industrial hemp.
- b. Manage and maintain effluent water runoff from wastewater treatment facilities during high precipitous events.
- c. Repair, replace, keep and maintain the premises in good order to include: groundwater, irrigation, plumbing, piping systems, wells, monitoring and metering systems, hazardous chemicals or materials, vehicles and equipment, right-of-way entry and exit areas, and all internal paths and roads.

I & M Sheep Company contact information is as follows:

P.O. Box 5306
Bakersfield, CA 93388
Email: fjiturria@gmail.com

Fax: No fax number, please use above email
Telephone: 661-747-2100

Please see the following pages with detailed responses to item #2: Executive Summary/Firm Profile through item #10: Exercising Option to Extend Lease Term.

Thank you for your consideration. We look forward to hearing from you soon.

Sincerely,

Frankie Iturriria
I & M Sheep Company

2. EXECUTIVE SUMMARY/FIRM PROFILE

I & M Sheep Company is a first generation family business that emigrated and settled in the late 1950's to the Wasco area. We have been farming and managing agriculture land for the last sixty (60) years. The type of farming includes the following: alfalfa, almonds, barley, cotton, grain, hay and wheat. We also have in the last fifteen (15) years farmed at Cawelo Water District and Semi-Tropic District.

3. INTENDED LAND USE

We intend to farm all of the farmable acres within each parcel.

4. GRAZING SUBLET

I & M Sheep Company plans to graze the land ourselves as we have been collectively performing for the last 40 years.

5. RENT PER ACRE

I & M Sheep Company is willing to pay \$265 per acre/year for the 454 farmable land and \$20 per acre/year for the 242 non farmable land. This averages to an approximate \$180 per acre/year for the 696 gross acres proposed.

6. CONFLICT OF INTEREST

I & M Sheep Company has no apparent or perceived conflict of interest related to this Wastewater Municipal Farm Lease.

7. LITIGATION

I & M Sheep Company has not been involved in any litigation in the last five (5) years.

8. CONTRACT AGREEMENT

I & M Sheep Company is available and prepared to sign the lease starting July 1, 2001 through June 20, 2026.

9. EARLY ACCESS TO PREMISES

I & M Sheep Company understands the early access to premises for this proposed land to promote a smooth transition from the previous farming enterprise to LESSEE.

10. EXERCISING OPTION TO EXTEND LEASE TERM

I & M Sheep Company understands that after the initial lease term, that they will have the three (3) successive options of one (1) year each to extend the lease term subject to all provisions of this agreement, including but not limited to provisions for adjustments to and variations in rent.

**CITY OF WASCO PROPOSAL FORM
FARM LAND LEASE**

Bid Due: May 12, 2021 2:00 p.m. PST

Mail / Delivery To: City of Wasco
Attn: Biridiana Bishop
746 8th Street
Wasco, CA 93280

Total Price will be for land lease from July 1, 2021 – June 30, 2026

696 Acre Area: Year 1 Rent: \$ 179.81 acre/year

Firm/Individual Name: I & M Sheep Company

Authorized Signature: Francisco Iturriria

Print name: FRANCISCO ITURRIA

Title: PARTNER

Date: MAY 21, 2021

Address: P.O. Box 5306 BAKERSFIELD, CA 93388

Phone: (661) 747-2100

E-mail: fjiturria@gmail.com

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE AGREEMENT WITH I & M SHEEP COMPANY TO LEASE 696 ACRES OF MUNICIPAL LAND FOR AGRICULTURAL PURPOSES

WHEREAS, the City of Wasco owns 696 acres of municipal land located near the Wastewater Treatment Plant;

WHEREAS, the City leases this municipal land out for agricultural purposes as a mutual benefit for effluent water management; and

WHEREAS, I & M Sheep Company will lease the 696 acres based on the terms and conditions outlined in the agreement attached as Exhibit "A"; and

WHEREAS, said agreement was drafted by the City Attorney and reviewed by I & M Sheep Company;

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

SECTION 1: Authorizes the City Manager to endorse and execute an agreement with I & M Sheep Company to lease 696 acres of municipal land for agricultural purposes.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on June 1, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT NO. 2021 -

WASTEWATER MUNICIPAL FARM LEASE

This lease is made and entered into this 1st day of June 1, 2021 between the City of Wasco, a municipal corporation, hereinafter called "Lessor" and I&M Sheep Company hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor owns improved farmland for the purpose of locating and maintaining thereon sewage disposal facilities for its City sewer services; and

WHEREAS, the Lessee desires to rent a portion of said property for agricultural use; and

WHEREAS, it is the understanding of the parties that an important consideration for the rental of this land is to provide for the reclaimed wastewater upon the premises (hereinafter described), as it comes from the sewage disposal and treatment plant of the Lessor, as well as the continued development of the land for its improvement for irrigated agricultural purposes.

NOW THEREFORE, and in consideration of the mutual covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. DESCRIPTION:

Lessor hereby leases to Lessee and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, that certain real property hereinafter referred to as the "premises" situated in the County of Kern, State of California, and more particularly featured in Exhibit "A".

2. TERMS:

The term of the Lease shall be for a period of five (5) years (the "Lease term"), commencing on July 1, 2021 and terminating on June 30, 2026, unless earlier terminated as hereinafter described. As used hereinafter, the term "lease year" shall mean each calendar year from July 1 to the following June 30. Lessee is hereby granted four successive options (the "Option") of one year each (the "Option Term") which Lessee may exercise by written notice to Lessor no later than 30 days prior to the end of the Term or Option Term, as the case may be, and provided that Lessee is not then in default under this Lease. The Option is exclusive to Lessee and Lessee may not assign the Option.

3. RENT:

Lessee shall pay rental to Lessor in cash in the amount of one hundred and twenty-five thousand one hundred and forty-seven Dollars and seventy-six Cents (\$125,147.76) per lease year ("Rent") commencing on July 1, 2021. The Rent shall increase on July 1st of each lease year

thereafter as follows: 3% in the second lease year, 3% in the third lease year, 3% in the fourth lease year, and 3% in the fifth lease year, Rent shall be payable in advance in equal quarterly installments on July 15, October 15, January 15, and April 15 of each lease year. The Rent during each Option Term if applicable shall be increased 3% over the prior years. Rent at the commencement of each Option Term. The Rent in each Option Term shall be payable in advance in equal quarterly installments on July 15, October 15, January 15, and April 15 of each Option Term.

Any holding over after the expiration of the Lease term, with the consent of Lessor will not be considered a renewal but shall be treated as a tenancy from month-to-month at a rental of 125% of the existing rental per month, and shall otherwise be on the terms and conditions in this Lease as applicable.

4. ADDITIONAL RENT:

If Lessee fails to make a rental payment in a timely manner as provided in Section 3, then Lessee shall be charged an additional ten percent (10%) of the quarterly rent amount which is then due and which amount shall be considered as additional rent. In addition, for any rent, which includes additional rent which is more than twenty (20) days past due, the Lessor may at its option place a UCC -1 lien on any crop or crops on the premises and take any other action it deems necessary.

5. PERMITTED CROPS:

Only the permitted crops as set forth in Title 22 of the California Code of Regulations governing secondary treated wastewater and non-edible crop production shall be grown on the premises. Notwithstanding the foregoing, Lessee shall not grow cannabis or industrial hemp (hereinafter described) which are strictly prohibited for cultivation on the premises. The foregoing terms are defined as follows:

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

"Industrial hemp" means a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

6. INSURANCE:

Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage.
2. Worker's Compensation insurance as required by the State of California and Employer's Liability insurance.
3. Property insurance against all risks of loss to any Tenant improvements or betterments. Lessee shall

maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for

Bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit.

2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
3. Full replacement cost with no coinsurance penalty provision.

Any deductibles or self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Lessor, its officers, councilmembers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, councilmembers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, councilmembers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Lessee shall furnish Lessor with the original certificates and amendatory endorsement effecting coverage required by this clause. The endorsement should be on forms provided by the Lessor or on other than the Lessor's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Lessor prior to Lessee occupying the premises. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these

specifications at any time. Lessee hereby agrees and acknowledges that the premises have been accepted in an "as is" condition and without representation or warranty by Lessor as to fitness for any purpose or use.

7. CASUALTY INSURANCE:

The parties each specifically acknowledge that Lessor shall not be obligated to keep the premises insured against fire, or any other insurable risk Lessee hereby and forever waives all right to claim or recover damages from Lessor in any amount as the result of any damage to the premises by fire, earthquake, flooding, stem or any other casualty.

8. TAXES, ASSESSMENTS AND LIENS:

Lessee agrees to pay, when due, all taxes and assessments which may be levied against Lessee's possessory interest in the premises and upon any crops or personal property which Lessee causes to be grown, placed or maintained upon the premises, and agrees to keep the premises free from all liens and encumbrances by reason of the use of occupancy of the premises by Lessee or any person claiming under Lessee except for any UCC-1 lien which is placed against the crop or crops growing on the premises.

9. IMPROVEMENTS:

Lessee shall not make any alterations, additions, or improvements upon the premises without the express prior written consent of Lessor. All alterations, additions, and improvements shall be done in a good and workman like manner and diligently prosecuted to completion, and shall be performed and maintained in strict accord with all laws and ordinances relating thereto. Unless otherwise expressly agreed to by Lessor, any and all alteration, additions and improvements shall remain on, and be surrendered with the premises upon the expiration or termination of this Lease

Lessee agrees that all structures and improvements, such as fences, gates, towers, derricks, tanks, pipes or other improvements, whether of like or different nature than the foregoing, and excepting there from any personal property of Lessee's, shall be and remain a part of the real property and shall not be removed or damaged by Lessee after construction or installation and shall be surrendered to Lessor upon termination of this Lease.

Lessee agrees that any and all irrigation pipelines, well pumping equipment and other structures, buildings and fixtures, appurtenant hereto, hereinafter collectively referred to as "irrigation equipment" located on the premises are and shall remain the property of the Lessor and shall be surrendered in good condition and repair, to be determined by the City or repaired at the sole cost of the Lessee. Notwithstanding the foregoing, the Lessor and Lessee agree to split the cost of all irrigation well repair equally up to the first \$50,000. Any well repair thereafter will be the Lessor's responsibility, provided, however, the Lessor will have the option to make repairs or terminate this Lease and if Lessor chooses to terminate the Lease, Lessor shall give Lessee thirty (30) days prior written notice and Lessor shall have no liability or responsibility for any damage or losses caused to Lessee as a result thereof including, without limitation, Lessee's loss of its cultural costs and crop.

Lessee agrees that any damage to equipment and infrastructure caused by Lessee or any person visiting or doing business with Lessee on the premises, shall be repaired in good order at the sole expense of Lessee.

Lessee will maintain the area immediately outside the fence of the treatment plant in a clean, weed free and grass free condition.

10. PESTICIDES AND HERBICIDES:

Lessee agrees that any and all pesticide or herbicide applications on the premises shall be made in strict accordance with all Federal, State, County, and local laws. Lessee further agrees to dispose of any pesticides, herbicides, or any other hazardous materials which are declared to be either a health or environmental hazard in such a manner as prescribed by law. This shall include, but shall not be limited to, contaminated containers, clothing, equipment or any other contaminated material.

11. UNDERGROUND TANKS:

Notwithstanding anything to the contrary set forth in this Lease, Lessee shall not have the right to install underground or aboveground storage tanks without the express prior written consent of the Lessor.

12. HAZARDOUS MATERIALS INDEMNITY:

Lessee hereby agrees to indemnify and hold harmless Lessor and its officers, employees, servants and agents from and against any and all claims, actions, losses, liabilities, damages, costs, attorney's fees and other expenses (A) including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials on the premises, or arising out of the premises, and (B) including, without limitation, the cost of any required or necessary plans, to the full extent that such action is attributable, directly or indirectly, to the presence, or disposal of Hazardous Materials on the premises. As used in this Section Hazardous Materials means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or related materials, including, without limitation, substances defined as "hazardous substance", "hazardous materials" or "toxic substances" in the Comprehensive Environmental response, Compensation and Liability action on 1980 as amended, 42 USC, Section 9601, et seq.; the Hazardous Materials Transportation act, 49 USC, Section 1801, et seq.; the resource Conservation and Recovery Act, 42 USC, Section 6901, et seq.; the Toxic Substance Control Act 15 USC, Section 2601, et seq.; any other Federal, State, County, or local law applicable to the premises, and in the rules and regulations adopted or promulgated under or pursuant to any of said laws. The provisions of this Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Lessee's previous ownership or possession of the premises.

13. WATER:

Lessee shall not remove water from the premises to any other location without written permission of the Lessor, in which event Lessee shall provide Lessor with a monthly written statement of water removed. In addition, Lessee shall be solely responsible for all costs and expenses of transporting, extracting, and metering, and for all reporting required to the Lessor and any other entities.

14. UTILITIES:

All charges and assessments for or in connection with Lessee's use of the premises including, without limitation, all utilities which may be furnished to or used on the premises by Lessee, shall

be paid by Lessee at Lessee's sole cost and expense.

15. WORKER'S COMPENSATION:

Lessee is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing farming under this contract.

16. MAINTENANCE:

Throughout the term of this Lease Lessee shall, at Lessee's sole cost and expense, repair, replace, keep and maintain the premises in good order, condition and repair. Lessee shall at Lessee's own expense, take all actions and precautions necessary for the care of the premises including, but not limited to, irrigation, insect control, disease control, weed control, weed abatement in accordance with the Kern County Fire Department's annual Weed Abatement Program, rodent control, soil erosion control and any other items necessary for the use of the premises in accordance with approved standards of farming and agricultural practices. Lessee shall, at its sole cost and expense, keep any buildings, fences, irrigation systems or other improvements on or placed on the premises in good repair and condition. Except as otherwise described in this Lease, Lessor shall not be obligated to repair, replace or maintain the premises in any manner throughout the term of this Lease. Lessee shall provide a written report to Lessor at Lessee's sole cost and expense at the end of each calendar quarter setting forth the maintenance that has been done and any structures or improvements that have been constructed. Lessor shall have the right to inspect the premises to confirm accuracy of each report.

Neither shall Lessor be obligated to perform any precautionary nor preventive measures with respect to the premises, including, but not limited to, drainage and flood control measures. Should Lessor perform any of the foregoing, such services shall be at the sole discretion of Lessor, and the performance of such services shall not be construed as an obligation or warranty by Lessor of future ongoing performance of such services.

17. ASSIGNMENTS AND SUBLETTING:

Lessee may sublet the premises for sheep grazing under such terms and conditions as approved by Lessor in its sole and absolute discretion. Except for the foregoing, Lessee shall not assign the Lease, nor any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the premises, or any portion thereof, without the prior written consent of Lessor. Said consent is at the sole discretion of Lessor. Consent to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee by operation of law, without the written consent of Lessor. Any assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease.

18. INSOLVENCY OR BANKRUPTCY:

If Lessee shall be adjudged, bankrupt or insolvent this Lease shall thereupon immediately terminate and the same shall not be treated as an asset of the Lessee under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Lease shall

immediately become null and void and of no effect, and the Lessor may immediately retake possession of the premises and all crops growing thereon.

19. STATUTORY COMPLIANCE:

Lessee will forthwith enter into possession of the premises and will assume the duty and responsibility of disposal of all Secondary Wastewater transferred from the treatment plant of the Lessor to Lessee. The Lessee will adhere to the State of California Department of Health Services Guidelines (Title 22) for Use of Secondary Effluent Wastewater. Lessee will notify the City in the event that the Lessee cannot dispose of the Secondary Wastewater in the approved manner, Lessee will not use the Secondary Wastewater for any use not prescribed in Title 22. Lessee will take all Secondary Effluent Wastewater transferred to Lessee by Lessor at all times, and if necessary, provide a sump for short-term storage whenever a fluctuation in agriculture operation does not permit continual usage.

It will be the sole responsibility of Lessee to provide signage to inform the public that Reclaimed Wastewater is being used on the premises. The warning signs should be posted at least every 500 feet with a minimum of one sign at each corner and one at each access route unless additional signage is required by law. Lessor shall initially provide Lessee with the required warning signs which Lessor shall maintain, repair and replace as required.

Lessee shall, at Lessee's own cost and expense, take reasonable efforts to restrict public access to the premises. Lessee further agrees to grade the perimeter of the premises to prevent pounding along any public road or other public area. Setbacks shall also be put into effect to limit and restrict the Reclaimed Wastewater from coming in contact with the public and any other water sources.

Lessee shall permit Lessor and Lessor's agents and/or employees at all reasonable times, to enter the premises and to use the roads established in the premises now, and in the future, for the purpose of inspecting compliance with the terms of the Lease.

20. INDEMNIFICATION AND HOLD HARMLESS:

Lessee hereby agrees to defend, indemnify and hold harmless the Lessor and its City Council Members, officers, employees, servants, and agents from and against all claims, actions, liabilities, losses, damages, costs, attorney's fees and other expenses arising out of any loss or damage to property or injury to or death of persons, resulting in any manner whatsoever, directly or indirectly, by reason of this Lease or use or occupancy of the premises or the use of Secondary Wastewater by Lessee, or any person claiming under or through Lessee. The provision of this section shall survive the expiration or termination of this Lease.

21. PARTIES BOUND AND BENEFITTED:

The covenants and conditions herein contained shall apply to and bind all successors and assigns of the parties hereto.

22. NOTICES AND PAYMENTS:

Any notice to be given hereunder or at law to either party shall be deemed delivered when personally served on the party to be noticed or on the next business day following deposit of the notice with an overnight delivery service provided the overnight carrier's records confirm delivery, or when delivered by the United States mail, postage prepaid, registered or certified mail, return receipt requested with the date of signing (or refusal to sign) the return receipt deemed the date of service, or forty-eight (48) hours following deposit in the United States mail, postage prepaid, or when sent by confirmed facsimile

transmission or when sent by electronic mail (“email”). The following shall be used in providing the foregoing notices:

LESSOR: THE CITY OF WASCO

Attention: City Manager
764 E Street
Wasco, CA 93280
Fax: (661) 758-5411
Email: daortiz@ci.wasco.ca.us

LESSEE: I & M Sheep Company

Attention: Frankie Iturria
PO Box 5306
Bakersfield, CA 93388
Fax: N/A
Email: fjiturria@gmail.com

Either party may change its address by providing written notice to the other in the manner described herein.

23. PARTIAL INVALIDITY:

If any term, covenant, condition or provision of this Lease is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Lease shall nonetheless remain in full force and effect to the full extent allowed by law.

24. RIGHT TO TERMINATE LEASE IN WHOLE OR IN PART:

Lessor may terminate this Lease and retake possession of the entire premises or any portion thereof, at anytime by providing Lessee with written notice of such termination at least six months prior to the date of any such termination . In the event Lessor shall retake only a portion of the premises, rentals, shall be abated on a per acre basis, any fractional component rounded upward to the next acre. Lessee shall refrain from planting or preparation of any land so removed unless any crop thereon can be harvested prior to the time set forth in the notice. Lessee hereby agrees to quit and surrender possession of the premises at the termination of this Lease

25. MISCELLANEOUS :

(a). Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver the Lease on behalf of the Lessee, and this Lease shall be binding upon Lessee in accordance with its terms.

(b). Lessor makes no warranties or representations as to the condition of the premises or their suitability for the purposes for which the Lessee will use them. Lessee accepts the premises "AS IS, WHERE IS, AND WITH ALL FAULTS" and hereby assumes the risk of use of the premises and releases Lessor, its officers, councilmembers, employees, agents, and representatives from any and all claims relating to the condition of the premises. Lessee represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California and waives and releases any right or benefit which Lessee has thereunder which Section reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the

debtor or released party."

(c). This Lease contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

(d). If any action is commenced arising out of or relating to this Lease, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

(e). This Lease may only be amended by a writing executed by all parties.

(f). This Lease shall be governed by and construed in accordance with the laws of the State of California.

(g). Waiver by a party of any provision of this Lease shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

(h). Lessor's remedies for a tenant default described herein are not exclusive but are cumulative and in addition to all available under the law or in equity.

(i). Paragraph headings in this Lease are used solely for convenience and shall be disregarded in the construction of this Lease.

(j). On the last day of the Lease term, or extension thereof, Lessee shall peaceably and quietly leave, surrender, and yield up to Lessor the premises in as good condition and repair as existed at the commencement of Lessee's occupancy, reasonable use and wear there of excepted.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed by their duly authorized representatives and the date first written above.

By: _____
I & M Sheep Company, Lessee

CITY OF WASCO, Lessor

By: _____
DANIEL ORTIZ HERNANDEZ,
City Manager

EXHIBIT "A"

DESCRIPTION

PARCEL 1: The West Half (W- $\frac{1}{2}$) of the Southeast Quarter (SE- $\frac{1}{4}$); and the Southeast Quarter (SE- $\frac{1}{4}$) of the Southeast Quarter (SE- $\frac{1}{4}$) and the South Half (S- $\frac{1}{2}$) of the Northeast Quarter (NE- $\frac{1}{4}$) of the Southeast Quarter (SE- $\frac{1}{4}$); and the South Half (S- $\frac{1}{2}$) of the Northeast Quarter (NE- $\frac{1}{4}$) in Section 9, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 220 acres, more or less.

PARCEL 2: The Northwest Quarter (NW- $\frac{1}{4}$) in Section 16, Township 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California;

EXCEPTING the West 30 feet thereof.

Containing 158 acres, more or less.

PARCEL 3: The North Half (N- $\frac{1}{2}$) of Section 17, 27 South, Range 24 East, M.D.B.M., in the County of Kern, State of California; containing 318 acres, more or less.

SAVE AND EXCEPT, AND RESERVING to the Lessor all lands reasonably necessary for the sewage disposal treatment plant, and future additions and development as may be required by the Lessor,



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: June 1, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into a Purchase Agreement with Core & Main for a total of \$25,655.25 to Purchase 200 ¾" Hersey Water Meters

Recommendation:

Staff recommends adoption of a Resolution Authorizing the City Manager to negotiate and enter into a Purchase Agreement with Core & Main for a total of \$25,655.25 to purchase 200 ¾" Hersey Water Meters.

Background:

The City has historically purchases meters in small batches. This method has proven inefficient as lead times may vary based on meter availability. The City currently has a backlog of 201 meters that require replacement.

Discussion:

The City is in need of replacing residential water meters that are currently inoperable or underreading flow. The City's development standard specifies Hersey Brand as the City's standard water meter. The City has been using the Hersey Brand Meter for years and has been purchasing units in small batches as needed. This method has proven inefficient as there are times when the meter order fulfillment can take over three months to fulfill.

In the near future staff will be updating the city standard to include an additional water meter brand to prevent the City from experiencing large lead times if Hersey's are not available. When inoperable water meters are not replaced this can translate to revenue loss for the City. Staff will continue to purchase water meters in bulk moving forward.

The bulk purchase will allow staff to replace meters more efficiently and at a cost savings. Historically, the City has paid approximately \$219 per meter. With this most recent bulk purchase, each meter is approximately \$128. This is a cost savings of \$91 per meter. When vendors have a healthy supply of meters available, the usual lead time on meters is 30-60 days. This bulk purchase will also help maintain a good inventory for future

replacements. The Hersey meters being purchased have a nicor connector that will make them compatible with AML.

FIRM

QUOTE TOTAL

Ferguson Waterworks	\$43,235.05	
Aqua Metric Sales Co.		\$28,798.83
Core & Main	\$25,655.25	

Core & Main submitted the lowest quote for meters at a cost of \$25,655.25; therefore, staff recommends the city council authorize the City Manager to negotiate and sign purchase agreement with Core & Main.

Attached to this staff report is a draft agreement put together by the City attorney. It is currently under review by Core & Main.

Fiscal Impact:

The \$25,665.25 will be paid out of the Water Enterprise Water Meter Budget.

Attachments:

1. Bid Summary
2. Request for Proposal
3. Publication
4. Received Proposal
5. Resolution
6. Agreement

CITY OF WASCO
STATE OF CALIFORNIA



NOTICE TO BIDDERS
GENERAL REQUIREMENTS

SPECIFICATIONS

PROPOSAL

CALL FOR BID

FOR PURCHASE OF:

TWO HUNDRED (200)-THREE QUARTER INCH (3/4")
RESIDENTIAL WATER METERS

BID OPENING TO BE:

April 12, 2021
2:00 P.M.

CITY CLERK'S OFFICE
746 8th Street
Wasco, CA 93280

EXHIBIT “A” INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, 746 8th St., Wasco, California 93280, until 2:00 PM April 12, 2021, to be opened at said time and confirmed at the meeting of the City Council in the Council Chambers on April 20, 2021 6:00 PM for the purchase of Two Hundred (200)-Three Quarter Inch (3/4”) Residential Water Meters.

Specifications and bidder proposals for the above items of equipment may be obtained at the office of the City Clerk, 746 8th Street, Wasco, California 93280 or [via](mailto:cityclerk@cityofwasco.org) email cityclerk@cityofwasco.org. Questions must be submitted in writing via email to Luis Villa, Deputy Director Water Utilities at luvilla@cityofwasco.org.

INSTRUCTIONS AND CONDITIONS

All proposals shall be submitted in a sealed envelope marked Bid on Two Hundred (200)-Three Quarter Inch (3/4”) Residential Water Meters.

Bid shall include state and local sales taxes.

Bid shall include Shipping and handling.

Awarded bidder shall deliver product within 90 days of order, and is a consideration of award of bid. Each bidder shall specify a guaranteed delivery date.

Payment will be made within (30) days after acceptance of the items of equipment by the City Council.

The City Council reserves the right to reject any and all bids, proposals, or to waive any technicality in any bid should they deem it in the best interest of the City to do so; and further to award the contract to other than the low bidder if in its opinion time of delivery and specifications of equipment proposed to be furnished, warrants such action.

All bids shall be presented on bid and proposal forms to be furnished by the City of Wasco.

Dated: 3/28/2020

INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, 746 8th St., Wasco, California 93280, until 2:00 PM April 12, 2021 to be opened at said time and confirmed at the meeting of the City Council in the Council Chambers on April 20, 2021 6:00 PM for the purchase of Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters.

The City of Wasco is accepting Bids for Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters. Specs & Bid Packets can be picked up at 746 8th Street, Wasco, California 93280 or [via](mailto:cityclerk@cityofwasco.org) email cityclerk@cityofwasco.org. Questions must be submitted in writing via email to Luis Villa, Deputy Director Water Utilities at luvilla@cityofwasco.org.

Date

Maria Martinez, City Clerk

CITY OF WASCO

GENERAL REQUIREMENTS

CALL FOR BID

1. The prices bid shall be the maximum prices paid by the City of Wasco. All prices quoted shall include taxes and any applicable delivery fees. Bidders are reminded that the City of Wasco is exempt from all Federal Excise Taxes. All invoices and correspondence shall show the number of the purchase order issued to the bidder awarded the contract.
2. All materials and auxiliary equipment shall conform to sizes, quality and quantity shown in these specifications. Materials shall be from new stock, delivered in good condition and no damaged items will be accepted.
3. The envelope used to return the bid to the City must be plainly marked with the item bid upon and the date and time of bid opening and must be sealed.
4. The City reserves the right to determine which is the best bid considering price, quality, warranty and delivery within specified time limit. Time of delivery and warranty will be an important consideration.
5. The City reserves the right to reject any or all bids and to waive any informality in any bid.
6. The City reserves the right to determine whether the materials or equipment specified by any bidder is or is not approved equal to items herein specified.
7. The successful bidder shall furnish the City Clerk with all technical information on item listed in the specifications of this bid.
8. Delivery time being of the essence in the award of this product, all bids must specify the delivery date on which the item will be delivered. Liquidated Damages shall be assessed at the rate of \$100.00 per calendar day for delivery extending beyond the contractual date of delivery.
9. Delivery shall be F.O.B. City of Wasco Public Works, 801 8th Street, Wasco, California 93280.
10. This equipment must comply with the current State and Federal regulations.
11. A dealer delivering equipment against this specification shall guarantee that the equipment meets the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of the specification, the dealer will be required to correct the same at his expense.
12. All equipment cataloged as standard, or as required by State and Federal regulations, shall be furnished with equipment whether or not it is listed in this specification at no additional cost.

13. The specification is intended for use in the purchase of a completed equipment units and all equipment and accessories necessary for the safe operation of the equipment shall be provided. Should the specifications conflict with any State or Federal regulation, bids shall reflect the more stringent.
14. The manufacturer's warranty shall be furnished on each equipment at time of delivery.
15. Bid must be valid for sixty (60) days after the date of bid opening.
16. These specifications are intended to describe the type, size, and quality of fittings, which will best meet the demands of the City of Wasco. It is not intended to favor any one brand or make. The mention herein of any particular name of equipment or material merely serves to specify the quality of general type, which is required.

CITY OF WASCO

MINIMUM SPECIFICATIONS

Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters

GENERAL

It is the intent of these specifications to obtain Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters delivered complete and operable to the City Public Works 801 8th Street, Wasco, California 93280. All work and material furnished shall be subject to the approval of the Purchasing Office and the Public Works Department, which is the using department. Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters offered shall be the Manufacturer's current new model. Where specifications for specific items are not included, manufacturer's standards are satisfactory or they are not applicable to this equipment.

LEGAL REQUIREMENTS

The "City Requirements" column below indicates the minimum acceptable. The manufacturer shall fill in Data and Bidder Specifications column. This will enable the City to properly evaluate the below grade sampling stations being bid. The manufacturer's Data and Specifications shall become a part of any contract awarded.

MINIMUM CITY SPECIFICATIONS

I. Specifications

1. Meter size 3/4"
2. Meter lay 7 1/2"
3. Lead free bronze main case and bottom cap
4. Nutating disc, positive displacement with thrust roller
5. Meet or exceed AWWA C700 Standards
6. Lead free
7. Floating chamber
8. Nutating disc made of synthetic polymer
9. NSF/ANSI 372, NSF/ANSI 61
10. NTEP Certified

11. Cold water application
12. Measure in one direction
13. 150 P.S.I. maximum working
14. Cubic feet measuring units
15. Nicor plug for electronic meter reading
- 16 1,000,000 register capacity
17. 8 digits reading
18. 0.01 cubic feet
19. Normal Operating Range @ 100% accuracy is to be
¾ to 30 United State Gallons
20. Low Flow @ 65% accuracy is to be
¼ United State Gallons
21. NPSM thread 1 ¼"
22. Date, of Manufacture, Size and Model Stamped on Dial Face
23. Electrical Grounding continuity
24. Meter must be upgradeable without interruption
to the customer service.

PROPOSAL

The bidder certifies that they have read, studied and understands these specifications. Bidder proposes to offer the various components in full compliance with these specifications. The bidder agrees that the City expects to receive a full, operating, sufficient units.

The City expects to award the contract to the bidder who is best qualified to comply with these specifications and who makes an offer which the City considers most advantageous. Prices shall include California sales tax and delivery of complete unit to City of Wasco Public Works, 801 8th Street, Wasco, California 93280.

The bidder proposes to provide the system in accordance with the following prices and other offers:

Two hundred (200) ¾ inch Residential Water meter

Time of Delivery (Days)

Make and Model:

Equipment price

\$ _____

Sales Tax

\$ _____

Delivery Fees

\$ _____

Gross Price

\$ _____

DELIVERY (90) DAYS AFTER RECEIPT OF ORDER.

COPY OF STANDARD MANUFACTURER'S WARRANTY IS ENCLOSED.

TERMS: _____

ABOVE BID PRICE IS VALID FOR NINETY (60) DAYS FOLLOWING BID
OPENING DATE. A LIST OF ALL ITEMS FROM STANDARD SPECIFICATIONS
IS ATTACHED.

COMPANY _____

ADRESS _____

TELEPHONE # _____

DATE _____

BY _____

Authorized Representative

INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the City Clerk, 746 8th St., Wasco, California 93280, until 2:00 PM April 12, 2021 to be opened at said time and confirmed at the meeting of the City Council in the Council Chambers on April 20, 2021 6:00 PM for the purchase of Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters.

The City of Wasco is accepting Bids for Two Hundred (200)-Three Quarter Inch (3/4") Residential Water Meters. Specs & Bid Packets can be picked up at 746 8th Street, Wasco, California 93280 or [via](mailto:cityclerk@cityofwasco.org) email cityclerk@cityofwasco.org. Questions must be submitted in writing via email to Luis Villa, Deputy Director Water Utilities at luvilla@cityofwasco.org.

Date

Maria Martinez, City Clerk

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO PURCHASE 200 ¾" HERSEY WATER METERS FROM CORE & MAIN.

WHEREAS, the City wishes to execute a purchase agreement with Core & Main for the purchase of 200 ¾" water meters; and,

WHEREAS, the standards and specs are described in the agreement attached as Exhibit "A"; and,

WHEREAS, said agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract code; and,

WHEREAS, Core & Main and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the state of California; and,

WHEREAS, the purchase of the meters are funded through water meter repair fund not to exceed \$25,655.25

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

SECTION 1: Authorizes the City manager to purchase 200 ¾" Hersey water meters in the amount of \$25,655.25

,

SECTION 2: Authorizes the City Manager to sign the agreement with Core & Main, LP to purchase 200 ¾" Hersey Water meters.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on June 1, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT NO. 2021 -

THIS AGREEMENT (the "Agreement") made this 1st day of June, 2021, by and between the CITY OF WASCO ("City") and the CORE & MAIN LP, a Missouri Limited Partnership (the "Company"),

WITNESSETH:

WHEREAS, the City wishes to purchase from Company two hundred (200) 3/4th inch residential water meters described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Meters") under the terms and conditions described hereinafter and Company is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City shall purchase the Meters for \$25,655.25 (the "Fee"). Company shall deliver the Meters to City on or before the thirtieth day following the date of this Agreement. City shall have ten (10) days following delivery (the "Inspection Period") to inspect the Meters and notify Company in writing of any defects or other issues needing correction or repair (the "Defects"). City shall not be deemed to have accepted delivery until all Defects have been corrected to City's reasonable satisfaction or the Inspection Period has expired without notice of any Defects from City at which time City will be deemed to have accepted delivery. City shall make payment of the Fee to Company within thirty (30) days thereafter.

3. Intentionally Omitted.

4. Company shall indemnify, defend (upon request by City) and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages of any nature, including attorney's fees, for injury to or death of any person, and for damage to any property arising out of or in any way connected with any act or omission by or on behalf of Company.

5. Without limiting Company's obligations under Paragraph 4 of this Agreement, Company shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage

and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Company shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilpersons, Commissioners, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City; and

(b) Such workers compensation insurance as required by statute.

6. Company shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

7. All reports, information, data and exhibits drafted or provided by Company and all copyrights shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if mailed by certified mail, return receipt requested with the date of execution of the return receipt (or refusal to sign) as the date of service or when sent by facsimile transmission or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, addressed as follows: If to City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email bibishop@cityofwasco.org ; or if to Company,-- Core & Main, 4920 Lisa Marie Court, Bakersfield, California 93313, Fax—661-834-1395, Email shannon.ulrich@coreandmain.com. Any party may change its address by giving notice to the other party in the manner herein described.

9. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

12. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

13. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

14. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

15. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

16. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

19. City and Company each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

DANIEL ORTIZ-HERNANDEZ., City
Manager, City of Wasco, California,
"City"

CORE & MAIN LP, a Missouri Limited
Partnership, "Company"

By: _____
Name:
Its:

EXHIBIT "A"
[Meters]



Bid Proposal for 3/4" WATER METERS

CUSTOMER	CITY OF WASCO 764 E Street WASCO, CA 93280 Contact: LUIS VILLA	Job 3/4" WATER METERS Bid Date: 04/12/2021 Bid #: 1753470
	CONTACT	
	NOTES	
	Sales Representative Shannon Ulrich (M) 661-316-8594 (T) 661-393-2288 (F) 661-393-0439 Shannon.Ulrich@coreandmain.com	Core & Main 4920 Lisa Marie Ct Bakersfield, CA 93313 (T) 661-834-1162



Bid Proposal for 3/4" WATER METERS

CITY OF WASCO
Bid Date: 04/12/2021
Core & Main 1753470

Core & Main
4920 Lisa Marie Ct
Bakersfield, CA 93313
Phone: 661-834-1162

Seq#	Qty	Description	Units	Price	Ext Price
10	200	3/4X7-1/2 435B CF, 5' NICOR	EA	118.50	23,700.00
20		4-6 WEEK LEAD TIME			
Sub Total					23,700.00
Tax					1,955.25
Total					25,655.25

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/Tariff/>



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public works Director
Luis Villa, Deputy Public Works Director

DATE: June 1, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Endorse and Enter into an Agreement with Zim Industries, Inc. dba Bakersfield Well and Pump for the Destruction of Water Well #5 in an Amount Not to Exceed \$29,850.00 and to Execute Contract Change Orders in an Amount not to Exceed an Aggregate of \$5,000.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to endorse and enter into an agreement with Zim Industries, Inc. dba Bakersfield Well and Pump for the destruction of the City's water well #5 in an amount not to exceed of \$29,850.00 and to execute contract change orders in an amount not to exceed an aggregate of \$5,000.

Discussion:

The City of Wasco's water distribution system consists of six groundwater wells. In February 2018 well #5 was found to have high nitrates and per state order needed to be taken offline. This well was drilled in May of 1953 and has exceeded its lifespan and therefore well #5 must be removed and abandoned. Well #14 has been drilled as its replacement. This well is currently operational and contributing to the City's distribution system. On May 13, 2021, the City received the following bids:

FIRM	TOTAL
Zim Industries, Inc. dba Bakersfield Well and Pump	\$29,850.00

Bakersfield well and pump submitted the only bid and is under the budgeted amount. The City originally budgeted \$50,000 to complete this project. This bid falls approximately \$19,000 below budget. Staff recommends the City Council adopt a resolution authorizing the City manager to endorse and enter into an agreement with Bakersfield well and Pump for the destruction of water well #5 and to execute contract change orders in an amount not to exceed an aggregate of \$5,000.

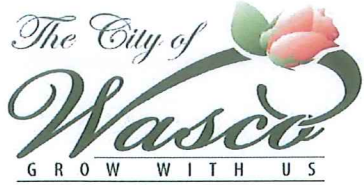
The agreement was drafted by the City attorney and reviewed by Bakersfield Well and Pump.

Fiscal Impact:

The City Capital Improvement Plan budgeted \$50,000 to complete this project. This project will be paid for by funds allocated in the 2020-21 Capital Improvement Plan and remainder will return to the Water Enterprise Fund.

Attachments:

1. Bid Summary
2. Request for Proposals
3. Bakersfield Well and Pump Proposal
4. Resolution
5. Agreement



City of Wasco Bid Results

Date: 5/13/2021

Bid Package-Project Description:

Water Well #5 Destruction - 21031

Company	Date Received	Time Received	Time Opened	Bid Proposals \$	Addendum	Bid Bond
Zim Industries, Inc dba Bakersfield Well & Pump Co	5/12/2021	8:49 AM	2:01 PM	\$29,850.00	N/A	N/A



City of Wasco
Deputy City Clerk



CITY OF WASCO

REQUEST FOR PROPOSALS

FOR

Water Well #5 Destruction - 21031

ALL PROPOSALS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CITY CLERK'S OFFICE ON OR BEFORE THE PROPOSAL DUE DATE. ANY PROPOSALS RECEIVED AFTER THE DUE DATE/TIME STATED WILL BE RETURNED TO THE PROPOSERS UNOPENED.

Job Walk (MANDATORY): 9 AM, April 20, 2021 meet on site at 801 8th Street, Wasco CA.

PROPOSALS DUE: 2:00 p.m., May 13, 2021

PLACE: City Clerk's Office, City of Wasco – 746 8th Street, Wasco, California.

PROPOSAL INQUIRIES: Luis Villa

Phone: (661) 758-7273

Email: luvilla@cityofwasco.org

CITY OF WASCO

NOTICE INVITING PROPOSALS

PUBLIC WORKS DEPARTMENT

801 8th Street
Wasco, California 93280

INVITATION FOR PROPOSALS:

The City of Wasco is seeking the services of a qualified, experienced contractor for the Water Well Destruction of the City of Wasco's Water Well #5 located 801 8th street in the Public Works Yard in the City of Wasco.

Parties interested in this project are asked to submit a sealed proposal no later than 2:00 PM on May 13, 2021 to:

City of Wasco
PUBLIC WORKS DEPARTMENT
RE: WATER WELL #5 DESTRUCTION PROJECT NO. 21031
801 8th Street
Wasco, California 93280

The City of Wasco reserves the right to reject any or all proposals, to waive any technicalities, informalities, and irregularities, to accept or reject all or any part of the proposal, and to be the sole judge of the suitability of the proposal offered. Questions regarding this Notice Inviting Proposals should be directed to Luis Villa. If any person or firm contemplating the submittal of a proposal in response to this Request for Proposals is in doubt as to the true meaning of any part of this Request for Proposals, he/she may submit to Luis Villa a written request for an interpretation or correction thereof. Any interpretation or correction of any part of this Request for Proposals will be made only by addendum. Copies of such addenda will be mailed, e-mailed or delivered to those persons who have received this Request for Proposals.

The selected Contractor will be notified once all proposals are evaluated. If the City elects to move forward with the RFP process, proposals may be presented to the City Council for their approval. The City reserves the right to reject any and all proposals and any item or items therein, and to waive any non-conformity of proposals with this Notice Inviting Proposals, whether of a technical or substantive nature, as the interest of the City may require.

I. PROJECT DESCRIPTION

This project scope is the Water Well Destruction of the City of Wasco's Water Well #5 located at 801 8th street in the Public Works Yard in the City of Wasco. The contractor shall be a licensed (A, B or C-57) Contractor in the State of California. All work and general conditions shall be based on the Kern Standards Well Destruction Requirements.

II. SCHEDULE OF EVENTS

April 4, 2021	Issuance of Request for Proposals
April 20, 2021	PRE-BID MEETING(MANDATORY) on site at 801 8 th Street, Wasco CA. 9:00 AM.
April 27, 2021	Deadline for Written Questions
April 30, 2021	Addendum Sent Out
May 13, 2021	Proposals Due by 2:00 PM
May 18, 2021	City Council Approval of Contract
May 20, 2021	Issuance of Notice-to-Proceed (est. date)

III. SCOPE OF WORK

This project scope is the Water Well Destruction of the City of Wasco's Water Well #5 located 801 8th street in the Public Works Yard in the City of Wasco. The contractor shall be a licensed (A, B or C-57) Contractor in the State of California. All work and general conditions shall be based on the Kern Standards Well Destruction Requirements.

Contractor responsibilities:

- Mobilize, Disconnect and Remove 100 H.P Vertical Hollow Shaft Electric Motor (set on pallet for city to take possession)
- Pull existing 450' of 8" Deep Well Turbine Pump with 40' of Suction Colum. (est.)
- Remove Colum, Tubes and Shafts from site.
- Perform Video Survey of Well
- Obtain County Permit-Notification & Payment of County Inspector
- Install Tremie Pipe to Well Bottom-Pump with od 10.5 Sack Cement up to 5 feet of Surface.
- Pour Mushroom Cap on Excavation
- File, State Department of Water Resources Report
- Give copies of all Reports to the City

- Remove all discharge piping, Tank, Cement Tank Saddles, Cement Well Pad, Bollards
- Excavate and Cut Off Well Casing 5-6 Feet Below Surface.
- Backfill and Compact Excavation

The Contractor will coordinate all work with the City's Water Superintendent.

All Firms shall complete the attached cost estimate in regards to the Water Well Destruction of the City of Wasco's Water Well #5. The cost estimate shall include all labor and materials required to complete the Project.

The contractor is required to provide appropriate tools, equipment, materials, and personnel to successfully complete the Project.

IV. PROPOSAL REQUIREMENTS

1. Content & Format

The City requests that proposals submitted be organized and presented in a neat and logical format and are relevant to these services. Firm's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material will not be favorably Received.

The proposal should include the following:

- Signed and completed cost estimate attached to this RFP.

V. GENERAL REQUIREMENTS

- a) If the proposal is submitted by a corporation, it must be signed on behalf of the corporation by the following combination of corporate officers: (i) the Chairman of the Board, the President or any Vice President, on the one hand, **AND** (ii) the Secretary, an Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer, on the other hand. If the proposal is submitted by a corporation under the signature of only one corporate officer or representative or with a different combination of the foregoing corporate officers, it must be accompanied by the original of a Secretary's Certificate, to which is attached a corporate resolution duly authorizing the named individual to consummate the transaction contemplated by the proposal for and on behalf of the corporation.
- b) If the proposal is submitted by a sole proprietorship, the owner's signature is acceptable.
- c) If the proposal is submitted by a partnership, the signature of the managing general partner or the general partner(s) authorized to bind the partnership to such transactions must appear on the proposal.
- d) If the proposal is submitted by a limited liability company and such company operates through officers, it must be signed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, **AND** any secretary, assistant secretary, the chief financial officers or any assistant treasurer.
- e) If the proposal is submitted by a limited liability company that operates through a manager or managers, it must be signed by at least two such managers or by one manager if the limited liability company operates with the existence of only one manager.
- f) Proposals may be rejected if the proper documentation is not provided.
- g) All proposals must be signed.

Prevailing Wages

Notice is hereby given that in accordance with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), the Firm is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work or services pursuant to this Agreement are preformed and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov. Firm shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws).

VI. PREPARATION OF PROPOSAL

The preparation of the proposal, including visits to the site prior to submittal of the proposal shall be at the expense of the Proposers. All prices and notations must be typewritten or written in ink. **Any markings in pencil shall not form part of the proposal and shall be disregarded by the City.** Any changes or corrections in the proposal must be initialed in ink by the person signing the proposal. No telephonic or telegraphic proposals are acceptable.

VII. EXAMINATION OF PROPOSAL

Each Proposer is responsible for examining this Notice Inviting Proposals and submitting its proposal complete and in conformance with these instructions.

VIII. CONDITIONS OF SITE/WORK

Each Proposer shall carefully examine the documents and project site(s) to become fully informed regarding all existing and expected conditions and matters which could affect performance, cost or time of the work in any way.

IX. DISCREPANCIES IN PROPOSAL DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of this request, he/she shall request, in writing, for an interpretation or correction thereof. The person submitting such a request shall do so no later than seven (7) calendar days prior to proposal due date. Submit to Luis Villa. All such interpretations of the contract documents will be made only by Addenda duly issued and a copy of each such Addendum will be mailed or delivered to each person receiving a set of contract documents at his/her last address of record. The City will not be responsible for any other explanations or interpretations of the contract documents.

X. ORAL STATEMENTS

The City of Wasco is not responsible for oral statements made by any of their employees or agents concerning this Invitation to Proposal. If a Proposer requires specific information, it must request that it be supplied in writing by the City of Wasco.

XI. CONTRACT PAYMENT

The Contractor will be paid for satisfactory work performed under the Contract once the project is completed. The Contractor shall submit a detailed invoice.

- a) This invoice shall be subject to review and approval by the City's Representative.
- b) All submitted invoices shall be paid within thirty (30) days of approval by the City.
- c) Any charges in the invoice not approved by the City's Representative shall not be paid by the City.

XII. AWARD OF CONTRACT

The award of contract, if awarded, will be to the most qualified & Cost Effective proposal that complies with all requirements of this Notice Inviting Proposals. The award of contract, if made, shall be made within ninety (90) days after the opening of the proposals. Bids shall be valid for 90 days after the bid date.

Prior to the award of any work hereunder and before any work can commence, the City and the successful proposer will enter into a written contract.

XIII. BONDING & CERTIFICATE OF INSURANCE

Each bidder must be a licensed contractor as required by law at the time the contract is awarded. The bidder who is awarded the project contract will be allowed pursuant to Public Contract Code Section 22300 to substitute securities for the payment of funds withheld under the contract. In addition, the successful bidder must furnish: (1) a faithful performance bond in the amount of one hundred percent (100%) of the contract price; and (2) a payment bond (also referred to as a labor and material bond) in the amount of one hundred percent (100%) of the contract price. All bonds must be in a form approved by the City of Wasco and must conform to California law (see [Code of Civil Procedure section 995.010](#) et seq.). All documents submitted in compliance with the requirements of this bid package and the contract must be scannable and photocopyable. The City hereby invokes its protest right under [California Code of Civil Procedure 995.660](#) for any proposed surety bond submitted in satisfaction of the requirements of this agreement if the submitted bond is not issued by an admitted surety rated A-, VII or better by Best's Rating Service.

Proof of insurance is not required to be submitted with your proposal but will be required prior to the City's award of the contract in accordance with the terms of the written contract attached hereto as

XIV. SPECIFICATIONS NOT CONTRACTUAL

Nothing contained in this Notice Inviting Proposals shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this Notice Inviting Proposals.

XV. SAFETY APPROVAL

Where required by City of Wasco regulations, any items delivered must carry Underwriters Laboratories Approval or City of Wasco Public Works Dept. approval. Failure to so comply will

be cause to reject Proposal. In addition, any equipment must conform to the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

XVI. SUBMISSION DATE AND WITHDRAWAL OF PROPOSALS

An original shall be submitted. Each proposal must be delivered to the location and received on or before the due date and time. Proposals will not be accepted after the date and time stated above. Proposals may be withdrawn without prejudice providing the written request is received by Biridiana Bishop no later than the time set for opening proposals. Withdrawals will be returned to Proposers unopened.

XVII. EVALUATION PROCESS AND SELECTION CRITERIA

The selection process will be based on the Contractor's qualification to bid and cost.

BID SCHEDULE

Water Well Destruction of the City of Wasco's Water Well #5.

ITEM NO.	ITEM CODE				TOTAL PRICE
1	Mobilize, Disconnect and Remove 100 H.P Vertical Hollow Shaft Electric Motor (set on pallet for city to take possession) Pull existing 450' of 8" Deep Well Turbine Pump with 40' of Suction Colum. Remove Colum, Tubes and Shafts from site.				
2	Perform Video Survey of Well.				
3	Obtain County Permit-Notification & Payment of County Inspector.				
4	Install Tremie Pipe to Well Bottom-Pump with od10.5 Sack Cement up to 5 feet of Surface.				
5	Pour Mushroom cap on Excavation				
6	Remove all Discharge Piping, Tank, Cement Tank Saddles, Cement well pad and Bollards				
7	Excavate and cut off Well Casing 5-6 Feet Below Surface				
8	Backfill and Compact Excavation				
9	File, State Department of Water Resources Report. Give Copies of all Report to the City.				

TOTAL BID AMOUNT: _____

Acknowledgment of Addenda
Addendum No. Initial

Signature

Printed Name / Title

Company

Contractor's License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items

The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Acknowledgment of Addenda
Addendum No. Initial

None

Signature

John C. Zimmerer V.P.

Printed Name / Title

Zim Industries, Inc. dba Bakersfield Well & Pump Company
Company

440537

June 30, 2021

Contractor's License Number / Expiration Date

Selection of bidder shall be based on the lowest responsive and responsible bid for the combined total of construction items

The City has the option to reject all bids with or without cause. The City also may at its discretion remove any item(s) from this project. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

BID SCHEDULE**Water Well Destruction of the City of Wasco's Water Well #5.**

ITEM NO.	ITEM CODE			TOTAL PRICE
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2	Perform Video Survey of Well.			1,400.00
3	Obtain County Permit-Notification & Payment of County Inspector.			1,500.00
4	Install Tremie Pipe to Well Bottom-Pump with od10.5 Sack Cement up to 5 feet of Surface.			4,500.00
5	Pour Mushroom cap on Excavation			2,500.00
6	Remove all Discharge Piping, Tank, Cement Tank Saddles, Cement well pad and Bollards			4,700.00
7	Excavate and cut off Well Casing 5-6 Feet Below Surface			3,000.00
8	Backfill and Compact Excavation			2,500.00
9	File, State Department of Water Resources Report. Give Copies of all Report to the City.			250.00

TOTAL BID AMOUNT: 29,850.00



ZIM INDUSTRIES, INC.

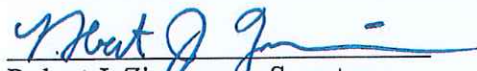
4532 E. Jefferson Ave. • Fresno, CA 93725
Ph. (559) 834-1551 • FAX (559) 834-5156
www.zimindustries.com

CORPORATE RESOLUTION TO EXECUTE CONTRACTS


At a meeting of the corporation today, after considerable discussion, the following resolution was moved, seconded and unanimously adopted;


Resolved that any of the following persons, William P. Zimmerer, Robert J. Zimmerer, Curt B. Zimmerer, John C. Zimmerer, Kevin A. Newlen, Brian P. Zimmerer, or Boyd C. Zimmerer be, and they hereby are, authorized without further authorization of the board of directors to enter into and execute on behalf of the corporation any and all contracts to do corporate business for ZIM INDUSTRIES, INC. d.b.a. Bakersfield Well and Pump Company.

In witness whereof, I have hereunto set my hand as such Secretary, and affixed the corporate seal of said corporation this 15th day of December 2020.


Robert J. Zimmerer - Secretary

AUTHORIZED SIGNATURES



William P. Zimmerer


Robert J. Zimmerer

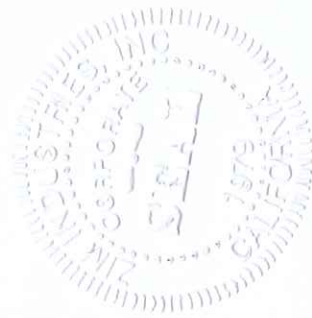

John C. Zimmerer


Curt B. Zimmerer


Kevin A. Newlen


Boyd C. Zimmerer


Brian P. Zimmerer



State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

ZIM INDUSTRIES INC dba ZIM IRRIGATION



to engage in the business or act in the capacity of a contractor
in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
C57 - WELL DRILLING (WATER)
D21 - MACHINERY & PUMPS

Witness my hand and seal this day,
March 19, 1992



Robert J. Zimmet
Signature of Licensee

Mert J Zinner
Signature of License Qualifier



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

CORP

ZIM INDUSTRIES INC DBA
BAKERSFIELD WELL & PUMP CO



A C61/D21 C57

06/30/2021

www.csib.ca.gov

131-24 (REV. 4-91)

ALLOT NO: 25670

91 62972

Contractor Information

Legal Entity Name
ZIM INDUSTRIES, INC. DBA BAKERSFIELD WELL & ...
Legal Entity Type
Corporation
Status
Active
Registration Number
1000003978
Registration effective date
07/01/19
Registration expiration date
06/30/22
Mailing Address
7212 FRUITVALE AVENUE BAKERSFIELD 93308 CA ...
Physical Address
7212 FRUITVALE AVENUE BAKERSFIELD 93308 CA ...
Email Address
jzimmerer@bwpumps.com
Trade Name/DBA
BAKERSFIELD WELL & PUMP COMPANY
License Number (s)
CSLB:440537

Registration History

Effective Date	Expiration Date
05/04/18	06/30/19
05/05/17	06/30/18
05/04/16	06/30/17
07/07/15	06/30/16
12/16/14	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Number: C0927193
Federal Employment
Identification Number:
President Name: CURT B ZIMMERER
Vice President Name: JOHN C ZIMMERER
Treasurer Name: JOHN C ZIMMERER
Secretary Name: ROBERT J ZIMMERER
CEO Name: CURT B ZIMMERER
Agent of Service Name:
Agent of Service Maili... CA United States of America

Worker's Compensation

Do you lease employees No
through Professional
Employer Organization
(PEO)?:

Please provide your
current worker's
compensation insurance
information below:

PEO Information	PEO	PEO
Name	Phone	Email

Insured by Carrier

Policy Holder Name: ZIM INDUSTRIES, INC. DBA BAKERSFIELD WELL & PUMP C...

Insurance Carrier: ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC8311661-15

Inception date: 03/01/19

Expiration Date: 03/01/20

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO ENDORSE AND ENTER INTO AN AGREEMENT WITH BAKERSFIELD WELL AND PUMP FOR THE DESTRUCTION OF WATER WELL #5 IN AN AMOUNT NOT TO EXCEED \$29,850.00 AND TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$5,000.

WHEREAS, the City wishes to enter into agreement with Bakersfield well and Pump for the destruction of water well #5 in the amount not to exceed \$29,850.00; and,

WHEREAS, the work being performed are described in the agreement attached as Exhibit "A"; and,

WHEREAS, said agreement has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract code; and,

WHEREAS, Bakersfield Well and Pump and the City of Wasco each acknowledge that each party and their respective legal counsel have reviewed the Agreement; and,

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the state of California; and,

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

SECTION 1: Authorizes the City manager to enter into an agreement with Bakersfield well and Pump for the destruction of well #5.

SECTION 2: Authorizes the City Manager to sign and execute the agreement with Bakersfield well and Pump for the destruction of well #5.

SECTION 3: Authorizes the City Manager to execute contract change orders in an amount not to exceed an aggregate of \$5,000.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on June 1, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT NO. 2021 -

THIS AGREEMENT made this 1st day of June, 2021, by and between the CITY OF WASCO, hereinafter "City", and ZIM INDUSTRIES, INC., dba BAKERSFIELD WELL AND PUMP, a California Corporation, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City wishes to hire Contractor to abandon its well number five and to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") under the terms and conditions described hereinafter and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor hereby agrees to perform the Services under the terms and conditions described hereinafter.
3. Contractor shall perform the Services for a total price of not to exceed \$29,850.00 (the "Total Price"). The Total Price shall be payable upon completion and acceptance of the Services by the City and after receipt of an invoice from Contractor which shall be subject to approval by the City Manager and the City Council.
4. Contractor shall complete the Services within thirty (30) days after issuance of a Notice to Proceed by the City.
5. Contractor shall provide a performance bond to insure completion of the Services and a payment bond to insure payment to subcontractors and suppliers, each in the full amount of the Total Price and as approved by City. In the performance of Contractor's duties hereunder, Contractor shall also provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense.
6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement all worker's compensation insurance where

and in the amounts required by law and a comprehensive general public liability insurance policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten (10) days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor shall pay, and shall require subcontractors to pay, employees working for a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determination and wage standards for the State of California. In accordance with Section 1775 of California Labor Code, Contractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Contractor and its subcontractors shall pay to persons employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at City's principal office and are available for examination by any interested party on request, during normal business hours. Contractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Contractor.

8. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof and any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

9. In addition to any other method of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon ten (10) days written notice to Contractor. In the event of any such termination and except as otherwise described herein, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

City may terminate this Agreement upon twenty-four (24) hours notice to Contractor in the event of Contractor's default hereunder in which case, Contractor shall not be entitled to payment for any Services which were performed in breach of this Agreement. In addition to City's right to terminate this Agreement due to Contractor's default, City shall have all other remedies available under this Agreement in the event of Contractor's default as well as all remedies available at law or in equity.

10. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

11. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions on the premises where the Services are performed. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractors' officers, employees, , subcontractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

12. Contractor shall not assign any portion of this Agreement to any other person or entity.

13. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and

effect as if the invalid portion had not been included therein.

14. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to be noticed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or when sent by facsimile transmission or when sent by electronic mail ("Email"). The following shall be used in providing the foregoing notices: City — City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, [Email— bibishop@cityofwasco.org](mailto:bibishop@cityofwasco.org); and Contractor — John C. Zimmerer, 7212 Fruitvale Avenue, Bakersfield, CA 93308, Fax—(661) 393-9547, [Email—jzimmerer@bwpumps.com](mailto:jzimmerer@bwpumps.com). Any party may change its address or fax number by giving notice to the other party in the manner herein described.

15. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

16. This Agreement may only be amended by a writing executed by all parties.

17. Each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

18. This Agreement contains the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

19. This Agreement may be executed in counterparts. A facsimile or electronic version of this Agreement shall be as effective as the original for all purposes.

20. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Subject to the restrictions on assignment in Paragraph 12, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

23. Time is of the essence with regard to each covenant, condition, and provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

By: _____
DANIEL ORTIZ HERNANDEZ,
City Manager of Wasco, California, "**City**"

ZIM INDUSTRIES, INC.,
a California Corporation, "**Contractor**"

By: _____
JOHN C. ZIMMERER, Vice President

EXHIBIT "A"

BID SCHEDULE

Water Well Destruction of the City of Wasco's Water Well #5.

ITEM NO.	ITEM CODE			TOTAL PRICE
1	Mobilize, Disconnect and Remove 100 H.P Vertical Hollow Shaft Electric Motor (set on pallet for city to take possession) Pull existing 450' of 8" Deep Well Turbine Pump with 40' of Suction Colum. Remove Colum, Tubes and Shafts from site.			9,500.00
2	Perform Video Survey of Well.			1,400.00
3	Obtain County Permit-Notification & Payment of County Inspector.			1,500.00
4	Install Tremie Pipe to Well Bottom-Pump with od10.5 Sack Cement up to 5 feet of Surface.			4,500.00
5	Pour Mushroom cap on Excavation			2,500.00
6	Remove all Discharge Piping, Tank, Cement Tank Saddles, Cement well pad and Bollards			4,700.00
7	Excavate and cut off Well Casing 5-6 Feet Below Surface			3,000.00
8	Backfill and Compact Excavation			2,500.00
9	File, State Department of Water Resources Report. Give Copies of all Report to the City.			250.00

TOTAL BID AMOUNT: 29,850.00



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public works Director

DATE: June 1, 2021

SUBJECT: Update on 2020 New Alternative Fuel Vehicle Purchase Incentive from San Joaquin Valley Air Pollution Control District

Recommendation:

This is an information item only.

Discussion:

The City of Wasco executed five contracts with the San Joaquin Valley Air Pollution District for the New Alternative Fuel Vehicle Purchase Grant. The grant only provides up to \$20,000.00 per vehicle. These agreements were signed on August 6, 2020 and will expire August 6, 2021. Initially, the City of Wasco was pursuing the purchase of three 2020 Ford Fusions and two 2020 club cars. At the time of purchase, the 2020 Ford Fusions were sold out at dealerships. The City then pursued the purchase of two 2021 Ford Escape's. The 2020 Ford Escape PHEV was eligible but no longer available through dealerships. This pursuit has proven unsuccessful as the 2021 Ford Escape Hybrid model is not on the approved eligibility list. In prior years the Ford Escape Hybrid was eligible but specifications, production timeline, and other details for the 2021 model had not been released yet by Ford. Because of this, the San Joaquin Valley Air Pollution District has not been able to certify the vehicle and it has not been available to place orders for. The City did proceed with acquiring the two 2020 club cars for the Wastewater Treatment Plant Operators to utilize at the plant.

Funds for the New Alternative Fuel Vehicle Purchase Grant can only be applied to the San Joaquin Valley Air Pollution Control District's approved On-Road Eligible Vehicle List. Although staff has worked diligently with SJVACPCD representatives to identify when the 2021 Ford Escape Hybrids will be added to the eligibility list, this remains an unknown. The most recent update staff has received from a San Joaquin Valley Air Pollution Control District Air Quality Specialist is that the 2021 Ford Escapes are in the process of being approved by the California Air Resource Board and may be included on the On-Road Eligible Vehicle List later in year.

Previous council discussions and staff recommendation focused on shifting away from sedans to small SUV's that can utilized by greater staff and operations such as Code Enforcement Officers and public works staff. Back on September 1, 2020, based on

pricing information available under the State's procurement contracts the Ford Escape was previously priced at \$29,150.00. With the Escape model no longer an option, staff reviewed the Toyota RAV4 however the eligible model under San Joaquin Valley Air Pollution District for the New Alternative Fuel Vehicle Purchase Grant was the RAV4 Prime model which is priced at \$42,411.10.

Should the City opt to purchase the RAV4 Prime model, it would require a City match of over \$22,000. For comparison, the California Statewide Contract Fleet Vehicles base pricing for a Ford F150 Full Size Pickup, 4x2, Extra Cab, Regular Box is \$21,727.00. The functionality and versatility of a pickup versus the RAV4 would have to be considered when paying a similar amount. The cost of the lower priced Ford Escape made utilizing the grant funds a good option at the time.

City staff does not anticipate being able to execute purchase of the 2021 Ford Escape Hybrid models before the funding expires. However, city staff will pursue new funding incentive applications for the upcoming fiscal year.

Fiscal Impact:

None at this time.

Attachments:

1. San Joaquin Valley Air Pollution Control District On-Road Eligible Vehicle List
2. Agreements Executed with San Joaquin Valley Air Pollution Control District



- On-road vehicles must be certified to SULEV emissions or better to be eligible.
- Motorized vehicles operated on public roads must be emissions-certified by the California Air Resources Board.
- Other electric vehicle types such as transport/utility carts, motorcycles, scooters, electric bicycles, etc. may be eligible for funding.
- Contact Public Benefit staff at (559) 230-5800 or grants@valleyair.org to inquire about specific vehicles not listed.

Hydrogen Fuel Cell – Hydrogen fueling infrastructure may not be available in certain areas			
Make	Model	Model Year	Vehicle Type
Honda	Clarity Fuel Cell	2019-2021	Passenger Car
Hyundai	Nexo Nexa Blue	2019-2021	Passenger Car
Toyota	Mirai	2019-2021	Passenger Car
Battery Electric Vehicle			
Make	Model	Model Year	Vehicle Type
Audi	E-Tron 55 Quattro	2019-2021	Passenger Car
BMW	i3 i3s	2019-2021	Passenger Car
Chevrolet	Bolt	2019-2021	Passenger Car
Fiat	500e	2019	Passenger Car
Ford	Mustang Mach-E	2021	Passenger Car
Honda	Clarity Electric	2019	Passenger Car
Hyundai	Ioniq Electric (2019-2020) Kona Electric	2019-2021	Passenger Car
Jaguar	I-Pace HSE I-Pace S I-Pace SE	2020-2021	SUV
Kandi	Kandi K27	2021	Passenger Car
Kia	Soul EV Niro Electric (2019-2020)	2020-2021	Passenger Car
Lightning Hybrids	LE50 LE100 FT3-43 (2020 only) LEV120 LEV60 FT3-86 (2020 only)	2019	Medium-Duty
Mini	Cooper SE	2020-2021	Passenger Car
Nissan	LEAF	2019-2021	Passenger Car
Polestar	Polestar 2	2021	Passenger Car
Porsche	Taycan	2020-2021	Passenger Car
Smart	Fortwo Electric	2019	Passenger Car
Tesla	Model 3 Model S Model X Model Y	2020-2021	Passenger Car
Volkswagen	E-Golf (2019-2020 only) ID.4 1 st ID.4 Pro S	2021	Passenger Car
Volvo	XC40 P8	2021	SUV
Plug-in Hybrid Electric Vehicles			
Make	Model	Model Year	Vehicle Type
Audi	Q5 55 TFSIE	2020	SUV
BMW	is Rex 330E i3s Rex 330E XDrive 530E (2019-2020 only)	2020-2021	Passenger Car
BMW	X5 XDrive45E	2021	SUV
Chevrolet	Volt (Must have Low-Emissions Package)	2019	Passenger Car
Chrysler	Pacifica Hybrid	2019-2021	Passenger Car
Ford	Escape PHEV	2020	SUV
Ford	Fusion Energi Fusion Special Services	2019-2020	Passenger Car
Honda	Clarity Plug-In	2019-2021	Passenger Car
Hyundai	Ioniq Plug-In Sonata Plug-In (2019)	2019-2020	Passenger Car
Karma	Revero GT	2020	Passenger Car
Kia	Niro Plug-In Optima Plug-In	2019-2020	Passenger Car



Land Rover	Range Rover PHEV		Range Rover Sport PHEV	2019-2021	SUV
Lincoln	Aviator AWD PHEV			2020	SUV
Mercedes-Benz	GLC 350E			2019	SUV
Mitsubishi	Outlander PHEV			2019-2021	SUV
Subaru	Crosstrek Plug-In			2019-2021	SUV
Toyota	Prius Prime			2019-2021	Passenger Car
Toyota	RAV4 Prime			2021	SUV
Volvo	S60 T8 S90 T8	V60 T8		2019-2021	Passenger Car
Volvo	XC60 T8	XC90 T8		2019-2021	SUV
Neighborhood Electric Vehicles					
Make	Model			Model Year	Vehicle Type
Club Car	Carryall 411 Carryall 510 LSV Carryall 710 LSV	Villager 2 LSV Villager 2+2 LSV		2019-2021	NEV
Columbia/Tomberlin	E-Merge E2-LE E-Merge E2-SE E-Merge E2-SS E-Merge E4-LE E-Merge E4-SS	Journeyman Eagle P5-CC Eagle P5-MS Evolve		2019-2020	NEV
Columbia	NEV2 SM2 SM4 SMT2	SMT4 SUV-LN SUV-SN MV1-LN	MV1-SN SU5-LN SU5-SN	2019-2020	NEV
Cushman	LSV 800			2021	NEV
Epic	232 262 432	462 632	662 832	2019	NEV
EZGO	2FIVE-LSV 2	2Five-LSV 4		2021	NEV
Polaris	GEM e2 GEM e4 GEM e6	GEM eL-XD GEM eM1400 LSV		2019-2020	NEV
Pro-Motive EV	E-Riva			2020	NEV
Moke	Emoke			2019-2020	NEV
Star EV	Classic 48-2 Classic 48-2+2 Classic 48-4 Classic 48-4+2 Classic 48-6 Classic 48-6+2 Sport 2+2 Sport 4+2 48-2H	48-4H 48-2-HCX 48L-2H 48L-4H 48L-2-HCX Sirius 2+2 (2019) Sirius 2 (2019) Sirius 4+2 (2019) Sirius 4 (2019)		2019	NEV
Tropos Motors	Able			2019	NEV
Vantage	EV2XC EV2XS EVD9C EVD9P EVD9R	EVD9X LI2XC LI2XP LI2XS	LID9C LID9P LID9R LID9X	2020	NEV
Hybrid Electric Vehicles - Law Enforcement Only					
Make	Model			Model Year	Vehicle Type
Ford	Police Responder HEV			2020	Passenger Car
Ford	Interceptor Utility HEV			2020-2021	SUV



Certified Clean Compressed Natural Gas* (CNG) Vehicles and Fuel Conversions			
Make	Model	Model Year	Vehicle Type
Ford	F-250/F-350 with Westport Dallas, Inc. Conversion Kit	2019	Medium-Duty Truck

Agreement No. **G-83696-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 6th day of August, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Wasco** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made or invoiced. Participant understands that any payment received from the District to fund the vehicle(s) in this Agreement may be subject to taxation and the District will issue a form 1099 to the Participant. Any tax liability on the funds provided by the District shall be the sole responsibility of the Participant.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

5. ANNUAL REPORTING

Participant shall submit annual reports on the vehicle(s) that include the following information:

1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

agent, servant, employee, joint venture, partner, or associate of District or ARB. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

9. NON-ASSIGNMENT

Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

Daniel Ortiz-Hernandez
City Manager
764 E Street
Wasco, CA 93280

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

16. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

17. CONFLICT OF INTEREST

No officer, employee, or agent of District who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

19. COMPLIANCE WITH LAWS

The Participant shall comply will all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

20. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

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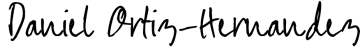
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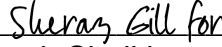
1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
 2 to be executed as of the day and year first hereinabove written.

PARTICIPANT**DISTRICT****City of Wasco****San Joaquin Valley Air Pollution
Control District**

DocuSigned by:



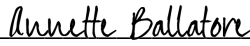
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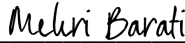
Daniel Ortiz-Hernandez

Samir Sheikh
Executive Director/APCO**Approved as to legal form:**San Joaquin Valley Unified Air Pollution
Control District

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Annette A. Ballatore
District Counsel**Approved as to accounting form:**San Joaquin Valley Unified Air Pollution
Control District

DocuSigned by:

Mehri Barati, C.P.A.
Director of Administrative Services**For accounting use only:**Program: 282

Account No.: _____

City of Wasco

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83696

Vehicle Make: Ford

Vehicle Model: Fusion Energi

Vehicle Model Year: 2020

Vehicle Type: Plug-In Hybrid

Maximum Eligible Amount: \$20,000.00

Agreement No. **G-83697-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 6th day of August, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Wasco** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

and request to amend the Agreement to provide the Participant additional time to meet all performance requirements under the Agreement. Such request is subject to review and approval by the District. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed within the timetable approved by the District.

A. **Agreement Period:** The Participant shall own and operate the new alternative fuel vehicle(s) purchased under this Agreement according to the terms of this Agreement for no less than three (3) years from the date in which the vehicle(s) is/are first placed into service.

3. COMPENSATION

The total obligation of the District under this Agreement shall not exceed **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

Participant shall obtain through other sources sufficient additional monies to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from other sources for the total cost of the vehicle(s) is not received by Participant, District reserves the right to terminate or re-negotiate this Agreement.

A. **Payments:** Advance payments shall not be permitted. The District shall issue payment to Participant upon receipt of a properly supported and verified claim for payment as specified in the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component payment procedures document. The payment procedures document shall be provided to Participant by the District. Payment is for reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and funding shall only be allowed toward the purchase of the specific vehicle(s) described in Exhibit A. The District reserves the right to reduce the funding paid to the Participant if it is determined that the actual invoiced costs paid by the Participant for the purchase of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made or invoiced. Participant understands that any payment received from the District to fund the vehicle(s) in this Agreement may be subject to taxation and the District will issue a form 1099 to the Participant. Any tax liability on the funds provided by the District shall be the sole responsibility of the Participant.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

5. ANNUAL REPORTING

Participant shall submit annual reports on the vehicle(s) that include the following information:

1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

agent, servant, employee, joint venture, partner, or associate of District or ARB. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

9. NON-ASSIGNMENT

Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

Daniel Ortiz-Hernandez
City Manager
764 E Street
Wasco, CA 93280

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

4 This Agreement constitutes the entire agreement between Participant and
5 District with respect to the subject matter hereof and supersedes all previous
6 negotiations, proposals, commitments, writings, advertisements, publications, and
7 understandings of any nature whatsoever unless expressly included in this Agreement.

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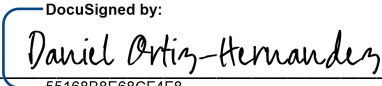
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

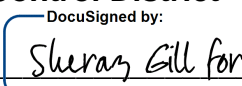
PARTICIPANT

City of Wasco

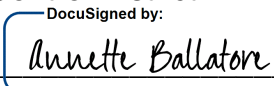
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Daniel Ortiz-Hernandez

DISTRICT

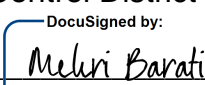
San Joaquin Valley Air Pollution Control District

DocuSigned by:

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Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:

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Annette A. Ballatore
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:

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Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: 282
Account No.: _____

City of Wasco

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83697

Vehicle Make: Ford

Vehicle Model: Fusion Energi

Vehicle Model Year: 2020

Vehicle Type: Plug-In Hybrid

Maximum Eligible Amount: \$20,000.00

Agreement No. **G-83698-A1**

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PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)***

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27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

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3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
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7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
8 date of this Agreement.

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10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
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15 Participant.

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17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 4. **NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 5. **ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 B. **Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 7. MODIFICATION

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 8. INDEPENDENT CONTRACTOR

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

agent, servant, employee, joint venture, partner, or associate of District or ARB. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

9. NON-ASSIGNMENT

Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT**DISTRICT**

Daniel Ortiz-Hernandez
City Manager
764 E Street
Wasco, CA 93280

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
4 before the Congress of the United States of America or the Legislature of the State of
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or
8 responsibility for planning and carrying out the services provided under this Agreement
9 shall have any direct or indirect personal financial interest in this Agreement. Participant
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
11 which shall be applicable to all parties and beneficiaries under this Agreement and any
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

14 This Agreement shall be governed in all respects by the laws of the State
15 of California. Venue for any action arising out of this Agreement shall only be in Fresno
16 County, California.

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,
19 regulations, rules, and guidelines which apply to its performance under this Agreement,
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

22 This Agreement, including all covenants and conditions contained herein,
23 shall be binding upon and inure to the benefit of the parties, including their respective
24 successors-in-interest, assigns, and legal representatives.

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,
27 time is of the essence. The parties reasonably anticipate that Participant will, to the
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4 Upon termination or expiration of this Agreement, all data which is
5 received, collected, produced, or developed by Participant under this Agreement shall
6 become the exclusive property of District, provided, however, Participant shall be
7 allowed to retain a copy of any non-confidential data received, collected, produced, or
8 developed by Participant under this Agreement subject to District's exclusive ownership
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
10 such data which is in its possession (including its sub participants or agents), without
11 any reservation of right or title, not otherwise enumerated herein.

12 District shall have the right at reasonable times during the term of this
13 Agreement to inspect and reproduce any data received, collected, produced, or
14 developed by Participant under this Agreement. No reports, professional papers,
15 information, inventions, improvements, discoveries, or data obtained, prepared,
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released
17 or made available (except to District) without prior, express written approval of District
18 while this Agreement is in force, and except as otherwise required under the California
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

21 Notwithstanding anything else stated to the contrary herein, it is
22 understood that Participant's services and activities under this Agreement are being
23 rendered only for the benefit of District, and no other person, firm, corporation, or entity
24 shall be deemed an intended third-party beneficiary of this Agreement.

25 **24. SEVERABILITY**

26 In the event that any one or more of the provisions contained in this
27 Agreement shall for any reason be held to be unenforceable in any respect by a court
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

4 This Agreement constitutes the entire agreement between Participant and
5 District with respect to the subject matter hereof and supersedes all previous
6 negotiations, proposals, commitments, writings, advertisements, publications, and
7 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
2 to be executed as of the day and year first hereinabove written.

3
4 **PARTICIPANT**

5 **City of Wasco**

6 DocuSigned by:

7 Daniel Ortiz-Hernandez

8 Daniel Ortiz-Hernandez

9 **DISTRICT**

10 **San Joaquin Valley Air Pollution**
11 **Control District**

12 DocuSigned by:

13 Sheraz Gill for

14 Samir Sheikh

15 Executive Director/APCO

16 **Approved as to legal form:**

17 San Joaquin Valley Unified Air Pollution
18 Control District

19 DocuSigned by:

20 Annette Ballatore

21 Annette A. Ballatore
22 District Counsel

23 **Approved as to accounting form:**

24 San Joaquin Valley Unified Air Pollution
25 Control District

26 DocuSigned by:

27 Mehri Barati

28 Mehri Barati, C.P.A.

Director of Administrative Services

For accounting use only:

Program: 282

Account No.: _____

City of Wasco

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83698

Vehicle Make: Ford

Vehicle Model: Fusion Energi

Vehicle Model Year: 2020

Vehicle Type: Plug-In Hybrid

Maximum Eligible Amount: \$20,000.00

Agreement No. **G-83699-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 6th day of August, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Wasco** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Eighteen Thousand Six Hundred Sixty-Six And 32/100 dollars (\$18,666.32)** for the
13 purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A. The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made or invoiced. Participant understands that any payment received from the District to fund the vehicle(s) in this Agreement may be subject to taxation and the District will issue a form 1099 to the Participant. Any tax liability on the funds provided by the District shall be the sole responsibility of the Participant.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

5. ANNUAL REPORTING

Participant shall submit annual reports on the vehicle(s) that include the following information:

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

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16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

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25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District or ARB. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

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Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

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3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

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21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

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9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

DISTRICT

Daniel Ortiz-Hernandez
City Manager
764 E Street
Wasco, CA 93280

Samir Sheikh
Executive Director/APCO
1990 East Gettysburg Ave.
Fresno, CA 93726

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

14. AUDITS AND INSPECTIONS

In addition to enforcement by the District or designated representative(s) of the District, the District reserves the right to perform audits of vehicle(s) and documentation and enforce the terms of this Agreement at any time during the Agreement term.

If, after audit, the District makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, the Participant agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations,

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

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4 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
5 before the Congress of the United States of America or the Legislature of the State of
6 California.

7 **17. CONFLICT OF INTEREST**

8 No officer, employee, or agent of District who exercises any function or
9 responsibility for planning and carrying out the services provided under this Agreement
10 shall have any direct or indirect personal financial interest in this Agreement. Participant
11 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
12 which shall be applicable to all parties and beneficiaries under this Agreement and any
13 officer, agent, or employee of District.

14 **18. GOVERNING LAW**

15 This Agreement shall be governed in all respects by the laws of the State
16 of California. Venue for any action arising out of this Agreement shall only be in Fresno
17 County, California.

18 **19. COMPLIANCE WITH LAWS**

19 The Participant shall comply will all federal and state laws, statutes,
20 regulations, rules, and guidelines which apply to its performance under this Agreement,
21 including California driving eligibility and financial liability laws.

22 **20. BINDING ON SUCCESSORS**

23 This Agreement, including all covenants and conditions contained herein,
24 shall be binding upon and inure to the benefit of the parties, including their respective
25 successors-in-interest, assigns, and legal representatives.

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2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

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5 Upon termination or expiration of this Agreement, all data which is
6 received, collected, produced, or developed by Participant under this Agreement shall
7 become the exclusive property of District, provided, however, Participant shall be
8 allowed to retain a copy of any non-confidential data received, collected, produced, or
9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
11 such data which is in its possession (including its sub participants or agents), without
12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
14 Agreement to inspect and reproduce any data received, collected, produced, or
15 developed by Participant under this Agreement. No reports, professional papers,
16 information, inventions, improvements, discoveries, or data obtained, prepared,
17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
18 or made available (except to District) without prior, express written approval of District
19 while this Agreement is in force, and except as otherwise required under the California
20 Public Records Act.

21 **23. NO THIRD-PARTY BENEFICIARIES**

22 Notwithstanding anything else stated to the contrary herein, it is
23 understood that Participant's services and activities under this Agreement are being
24 rendered only for the benefit of District, and no other person, firm, corporation, or entity
25 shall be deemed an intended third-party beneficiary of this Agreement.

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
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4 **PARTICIPANT**

5 **City of Wasco**

6 DocuSigned by:
7 Daniel Ortiz-Hernandez
8 Daniel Ortiz-Hernandez

9 **DISTRICT**

10 **San Joaquin Valley Air Pollution**
11 **Control District**

12 DocuSigned by:
13 Sheraz Gill for
14 Samir Sheikh
15 Executive Director/APCO

16 **Approved as to legal form:**
17 San Joaquin Valley Unified Air Pollution
18 Control District

19 DocuSigned by:
20 Annette Ballatore
21 Annette A. Ballatore
22 District Counsel

23 **Approved as to accounting form:**
24 San Joaquin Valley Unified Air Pollution
25 Control District

26 DocuSigned by:
27 Mehri Barati
28 Mehri Barati, C.P.A.
29 Director of Administrative Services

30 **For accounting use only:**

31 Program: 282

32 Account No.: _____

City of Wasco

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83699

Vehicle Make: Club Car

Vehicle Model: Carryall 510 LSV

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$18,666.32

Agreement No. **G-83701-A1**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this 6th day of August, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Wasco** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Eighteen Thousand Six Hundred Sixty-Six And 32/100 dollars (\$18,666.32)** for the
13 purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

16 Participant shall obtain through other sources sufficient additional monies
17 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
18 other sources for the total cost of the vehicle(s) is not received by Participant, District
19 reserves the right to terminate or re-negotiate this Agreement.

20 A. **Payments:** Advance payments shall not be permitted. The District
21 shall issue payment to Participant upon receipt of a properly supported and verified
22 claim for payment as specified in the Public Benefit Grants Program, New Alternative
23 Fuel Vehicle Purchase Component payment procedures document. The payment
24 procedures document shall be provided to Participant by the District. Payment is for
25 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
26 funding shall only be allowed toward the purchase of the specific vehicle(s) described
27 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
28 if it is determined that the actual invoiced costs paid by the Participant for the purchase

of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A. The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

Concurrently with the submission of any claim for payment, Participant shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made or invoiced. Participant understands that any payment received from the District to fund the vehicle(s) in this Agreement may be subject to taxation and the District will issue a form 1099 to the Participant. Any tax liability on the funds provided by the District shall be the sole responsibility of the Participant.

B. Surplus Funds: Any compensation, which is not expended by Participant pursuant to the terms and conditions of this Agreement by the project completion date, shall automatically revert to District. Only expenditures incurred by Participant in the direct performance of this Agreement will be reimbursed by District.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

5. ANNUAL REPORTING

Participant shall submit annual reports on the vehicle(s) that include the following information:

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

3 In no event shall any payment by District constitute a waiver by District of
4 any breach of this Agreement or any default, which may then exist on the part of
5 Participant. Neither shall such payment impair or prejudice any remedy available to the
6 District with respect to the breach or default. District shall have the right to demand of
7 Participant the repayment to the District of any funds disbursed to Participant under this
8 Agreement which in the judgment of District were not expended in accordance with the
9 terms of this Agreement. Participant shall promptly refund any such funds upon
10 demand.

11 In addition to immediate suspension or termination, District may impose
12 any other remedies available at law, in equity, or otherwise specified in this Agreement.
13 The District may prohibit Participant from participating in all other District and State grant
14 programs in the future.

15 B. **Without Cause:** Either party may terminate this Agreement at any
16 time upon giving the other party at least thirty (30) days' advance written notice of
17 intention to terminate. The District shall have the right to demand prompt repayment of
18 a portion or all monies expended under this Agreement as provided in paragraph 3 if
19 the Participant does not meet all obligations under this Agreement upon such
20 termination.

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the
23 written consent of all the parties without in any way affecting the remainder.

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District or ARB. Furthermore, District shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, District shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance to the terms and conditions thereof. Contractor and District shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to District employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Contractor shall be solely responsible and save District harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to District or to this Agreement.

9. NON-ASSIGNMENT

Participant may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party within or outside of the District's boundaries without the express prior consent of the District for the duration of the Agreement Period specified in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner vehicle(s) prior to the end of the Agreement Period, the Participant must request and receive written consent from the District prior to selling or transferring ownership of the vehicle(s) or any portion thereof.

Prior to completing the transaction, the Participant understands that it is responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

1 and disclose the remaining Agreement term. The Participant shall be responsible for
2 establishing an agreement between the new owner and District in order to facilitate the
3 transfer of the Agreement provisions and terms. The Participant shall provide the
4 prospective new owner with valid contact information for the District so the new owner
5 can assume legal responsibility under the original Agreement or enter into a new
6 Agreement with the District, for the remainder of the Agreement Period. Participant
7 understands that they shall not be relieved of their legal obligation to fulfill the conditions
8 of this Agreement unless the new owner has assumed responsibility through an
9 executed agreement with the District.

10 **10. INDEMNIFICATION**

11 Participant agrees to indemnify, save, hold harmless, and at District's
12 request, defend the District, its boards, committees, representatives, officers, agents,
13 and employees from and against any and all costs and expenses (including reasonable
14 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
15 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
16 property damage) which arise or are alleged to arise directly or indirectly from any act
17 or omission of Participant, its officers, agents, sub participants, or employees in their
18 performance of this Agreement, or out of the operations of the Participant.

19 **11. INSURANCE AND VEHICLE WARRANTY**

20 Participant is responsible for securing warranty and maintaining
21 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
22 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
23 vehicle(s) purchased through this Agreement must not be tampered with or modified in
24 any such manner than would void the warranty of the vehicle(s). Insurance coverage
25 must be sufficient to repay the District's investment in case major damage to the new
26 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
27 insurance for each vehicle purchased under this Agreement is required to be submitted
28 annually with the Participant's annual report.

1 In the event that the new alternative fuel vehicle(s) purchased under this
2 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
3 or permanently inoperable, the Participant must immediately inform the District of such
4 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
5 of the occurrence at the Participant's expense and to the standards which meet all
6 program requirements for the remainder of the Participant's obligation under this
7 Agreement.

8 If the Participant repairs a vehicle rendered temporarily inoperable, said
9 repairs shall include any and all repairs necessary to restore the vehicle and any
10 optional equipment purchased under this Agreement to a reasonable condition. If the
11 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
12 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
13 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
14 As the replacement of a vehicle may require an amendment to the existing Agreement,
15 the Participant must receive prior authorization from the District in advance of any
16 purchases, and must provide any and all replacement vehicle information to the District.

17 In the event the Participant does not repair or replace vehicle(s) that
18 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
19 District may undertake actions pursuant to this Agreement, including recouping a
20 portion or all incentive funds provided for the vehicle(s) in question.

21 **12. RECORD KEEPING**

22 Participant shall maintain records sufficient to provide, on an annual basis,
23 information regarding annual mileage, fuel usage, invoices, general maintenance
24 details, correspondence associated with the application, award, agreement, monitoring,
25 enforcement, and reporting requirements and any other available information that may
26 be deemed pertinent to the evaluation of the program for at least two (2) years after the
27 equipment project term or three (3) years after final payment, whichever is later.
28 Records shall be readily available and accessible to the District, or District designated

representative, upon request for the purposes of ongoing evaluations or auditing.

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9 developed by Participant under this Agreement subject to District's exclusive ownership
10 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
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12 any reservation of right or title, not otherwise enumerated herein.

13 District shall have the right at reasonable times during the term of this
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15 developed by Participant under this Agreement. No reports, professional papers,
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17 assembled, or developed by Participant, pursuant to this Agreement, shall be released
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5 This Agreement constitutes the entire agreement between Participant and
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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement
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3
 4 **PARTICIPANT**

5 **City of Wasco**

6 DocuSigned by:

7 *Daniel Ortiz-Hernandez*

8 Daniel Ortiz-Hernandez

9 **DISTRICT**

10 **San Joaquin Valley Air Pollution
 11 Control District**

12 DocuSigned by:

13 *Sheraz Gill for*

14 Samir Sheikh

15 Executive Director/APCO

16 ***Approved as to legal form:***

17 San Joaquin Valley Unified Air Pollution
 18 Control District

19 DocuSigned by:

20 *Annette Ballatore*

21 Annette A. Ballatore
 22 District Counsel

23 ***Approved as to accounting form:***

24 San Joaquin Valley Unified Air Pollution
 25 Control District

26 DocuSigned by:

27 *Mehri Barati*

28 Mehri Barati, C.P.A.

Director of Administrative Services

For accounting use only:

Program: 282

Account No.: _____

City of Wasco

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-83701

Vehicle Make: Club Car

Vehicle Model: Carryall 510 LSV

Vehicle Model Year: 2020

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$18,666.32



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Public Works Director

DATE: June 1, 2021

SUBJECT: Adopt a Resolution Approving the Filing of a Transportation Development Act Article 3 Request for Funding for Twelve New ADA Compliant Ramps at Various Locations in the South Gate Neighborhood and Authorizing the City Manager to Sign Necessary Documents Associated with the Application

Recommendation:

Staff recommends adopting a Resolution approving the filing of a Transportation Development Act (TDA) Article 3 request for funding for twelve new ADA compliant ramps at various locations in the South Gate neighborhood and authorizing the City Manager to sign necessary documents associated with the application.

Background:

The City will be applying for a TDA Article 3 grant to receive 100% funding to install twelve new ADA compliant ramps at various locations in the South Gate neighborhood.

Discussion:

City staff continues to work towards upgrading all ramps to become ADA compliant. The City has the opportunity to file a TDA Article 3 Claim to improve pedestrian facilities. Staff has been working with consultant engineer BHT Engineering to develop an engineer's estimate and project scope. In order to file a request for funding, staff recommends the City council authorize the City Manager to sign the application and all related documents. Staff is requesting 100% funding to install twelve new ADA compliant ramps at various locations in the South Gate neighborhood. If awarded, the City will receive \$156,831.00 to complete the project. Staff is not recommending the City provide any matching funds as part of this application.

Fiscal Impact:

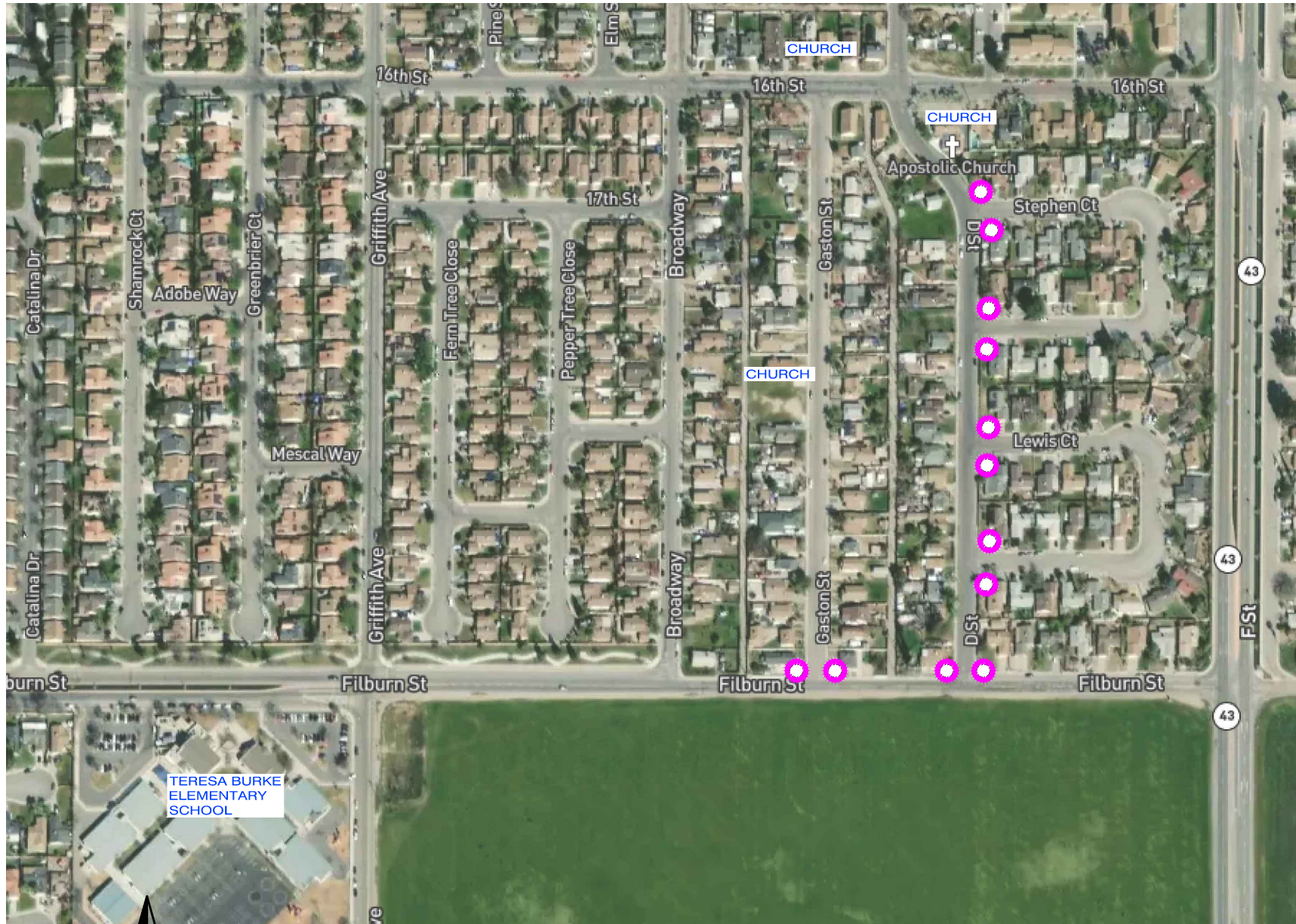
This project would only be completed if staff receives 100% funding.

Attachments:

1. Project Scope Map
2. Engineers Estimate
3. Resolution
4. Application

2021 TDA ARTICLE 3 CALL FOR PROJECTS


PEDESTRIAN IMPROVEMENTS - VARIOUS LOCATIONS



PROJECT LOCATION MAP

Not to
Scale
181561233

PROJECT DESCRIPTION/LEGEND:

-  Install new ADA ramps and remove and replace non-compliant curb ramps.

JOB NO.
21811

DATE: 05-24-2021
SCALE: AS SHOWN
DRAWN BY: JMH

BHT ENGINEERING, INC.
218 S. H ST STE. 201, BAKERSFIELD, CA 93304
PHONE: (661) 558-4641

CITY OF WASCO
KERN COUNTY, CALIFORNIA

SHEET

2

CITY OF WASCO 2021 TDA ART-3 PEDESTRIAN IMPROVEMENTS - VARIOUS LOCATIONS PRELIMINARY ENGINEER'S ESTIMATE					
ITEM NO.	ITEM CODE	UNIT OF MEASURE	EST. QNTY.	PRICE PER UNIT	TOTAL COST
1	SITE DEMOLITION; CUT & HAUL-OFF EXCESS MATERIAL	L.S.	1	\$ 12,000.00	\$ 12,000.00
2	SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 95% FOR CURB & GUTTER, APRONS	C.Y.	44	\$ 95.00	\$ 4,222.00
3	SCARIFY 12" NATIVE MATERIAL, GRADE, & COMPACT TO 90% FOR CURB RAMPS	C.Y.	67	\$ 85.00	\$ 5,667.00
4	INSTALL CURB & GUTTER - MATCH EXISTING	L.F.	300	\$ 45.00	\$ 13,500.00
5	PAVEMENT-TIE-IN, APPLY FOG SEAL	TON	16	\$ 550.00	\$ 8,800.00
6	INSTALL ADA CASE "C" RAMP	EA.	12	\$3,500.00	\$ 42,000.00
7	APPLY 24" YELLOW TRAFFIC STRIPE - PEDESTRIAN CROSSWALKS	L.S.	1	\$ 8,000.00	\$ 8,000.00
8	INSTALL STOP/STREET SIGNS	EA.	6	\$ 750.00	\$ 4,500.00
9	LANDSCAPE AND IRRIGATION REPAIRS	L.S.	1	\$ 3,500.00	\$ 3,500.00
10	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 5,500.00	\$ 5,500.00
11	IMPLEMENT BMP's	L.S.	1	\$ 3,500.00	\$ 3,500.00

Updated: 5/25/2021

by: MPH

Construction Subtotal:	\$ 111,189.00
Contingency (10%):	\$ 11,119.00
Total Construction:	\$ 122,308.00
Printing & Advertising	\$ 1,500.00
Preliminary Engineering (12%) :	\$ 14,677.00
Construction Engineering (15%):	\$ 18,346.00
Total Estimated Project Cost:	\$ 156,831.00

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING THE FILING OF AN APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 TO FUND TWELVE NEW ADA COMPLIANT RAMPS AT VARIOUS LOCATIONS IN THE SOUTHGATE NEIGHBORHOOD AND AUTHORIZE THE CITY MANAGER TO SIGN DOCUMENTS ASSOCIATED WITH THE APPLICATION

WHEREAS, the City wishes to upgrade all non-compliant ramps to ADA compliant ramps throughout the City; and

WHEREAS, City staff strives to incorporate update of non-compliant ramps to ADA compliant ramps as part of various projects; and,

WHEREAS, the Transportation Development Act Article 3 funding permits Cities to request funding for pedestrian improvements; and,

WHEREAS, the City wishes to submit a request to fund twelve new ADA compliant curb ramps in the Southgate Neighborhood; and,

WHEREAS, the application request will be for \$156,831 to be 100% funded by TDA Article 3; and

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

SECTION 1: Authorizes the City manager to sign all related documents to execute the request for funding.

SECTION 2: Approves an application to request funding from the Transportation Development Article 3 fund.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on June 1, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

Kern Council of Governments

Transportation Development Act-Article 3 Bicycle and Pedestrian Facilities Claim

I. General Information

- A. Eligible Claimants:** The County of Kern and the incorporated cities of Arvin, Bakersfield, California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco.
- B. Filing Deadline:** Article 3 claims must be filed on or before Monday, June 14, 2021. Claims will not be considered filed until all forms, documents, and supporting information have been received at the offices of the Kern Council of Governments.
- C. Claim Guidelines:** Claims shall be filed in accordance with California Public Utilities Code Section 99234, associated California Department of Transportation administrative regulations, and Kern Council of Governments Transportation Development Act Rules and Regulations.
- D. Claim Format:** Claims shall be filed on the forms prescribed by the Kern Council of Governments.
- E. Funding Priorities:**
- First Priority:** Bicycle Parking Facilities and Bicycle Safety Programs.
- Second Priority:** After all claims for First Priority projects have been satisfied the remaining funding shall be divided seventy (70%) percent to bicycle travel facilities projects and thirty (30%) to pedestrian projects. Projects proposed for funding will be evaluated either as a bicycle travel facility project or as a pedestrian project, according to identification of the project by the submitting agency.
- F. Claimant Funding Limitation:** Not more than forty (40) percent of the available annual apportionment shall be approved for allocation to any single claimant, unless all other claims filed for the same period have been satisfied. Projects must be completed within three (3) years of funding allocation. If the project is not completed within the three (3) year time period the funding allocation will lapse, and any funding disbursed for the project will be refunded to the Kern Council of Governments and added to the unallocated funding pool. The funding will be reallocated in the next program funding cycle.
- G. Claiming Allocations:** The Kern Council of Governments must be notified, in writing, not more than thirty (30) days prior to project initiation requesting transfer of funds to the

claimant. Supporting documentation (such as an executed construction contract, sales receipt, etc.) substantiating the claim must be provided at that time.

II. Part 1-Claimant Information

Provide agency identification and contact location. Identify a single representative to act as the liaison with the Kern Council of Governments on ALL matters related to this claim.

Part 2-Financial Assurances

Have the individual authorized by the claimant's governing body to approve the execution and filing of the claim and the individual responsible for the financial information sign and date the claim form.

III. Facilities/Project Description

IV. Project Evaluation Worksheet

- A. Bicycle Parking Facility and Bicycle Safety Program Criteria
- B. Bicycle Travel Facility Criteria
- C. Pedestrian Facility Criteria

Bicycle and Pedestrian Facilities Claim
II. Part I
Claimant Information
(include this sheet with each application)

A. Claimant

Agency: _____

Mailing Address: _____

Office Address: _____

City/State/Zipcode: _____

Telephone: _____ FAX: _____ E-mail: _____

B. Contact Person

Name: _____

Title: _____

Department: _____

Office Address: _____

City/State/Zipcode: _____

Telephone: _____ FAX: _____ E-mail: _____

Bicycle and Pedestrian Facilities Claim
II. Part 2
Financial Assurances
(include this sheet with each application)

Claimant: _____ Fiscal Year _____

A. Claim: Claimant hereby claims, subject to the approval of the Kern Council of Governments, Local Transportation Funds apportioned pursuant to California Public Utilities Code Section 99233.3 in the amount of \$_____.

B. Compliance Assurances: Claimant hereby certifies that as a condition of receiving funds pursuant to California Public Utilities Code Section 99234 it will ensure that:

1. All funds will be expended in compliance with the requirements of Public Utilities Code Section 99234, applicable California administrative regulations, and the Kern Council of Government's Transportation Development Act Rules and Regulations.
2. All funds will be expended in accordance with project description(s) and budget(s) describe in this claim, attached hereto and made a part hereof, by this reference.

These assurances are given in consideration and for the purpose of obtaining funds apportioned for bicycle and pedestrian uses pursuant to Public Utilities Code, Division 10, Part 11, Chapter 4 of the State of California.

The person whose signature appears below has been authorized to provide the assurances cited above and prepare, submit and execute this claim on behalf of the claimant.

By: _____ Date: _____
Signature

Title: _____

C. Financial Assurances: I hereby attest to the reasonableness and accuracy of the financial information presented in this claim on behalf of the claimant and assure that the funds will be expended in accordance with the proposed budget.

By: _____ Date: _____
Signature

Title: _____

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part III
Facilities/Project Description
(Include this sheet with each project proposal)

A. Project Title: _____

B. Project Description: _____

C. Location: _____

D. When will this project be completed? _____

E. What agency is responsible for maintenance of this project? _____

F. Budget:

Design and Engineering \$ _____

Construction \$ _____

Equipment and Installation \$ _____

Other (Specify) _____ \$ _____

TOTAL COST \$ _____

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part V. Project Evaluation
Bicycle Parking Facility Criteria

A. Location where the bicycle rack or bicycle locker will be installed:_____

B. Currently Available Parking Spaces at the Project Location:

Automobile_____

Bicycle_____

C. Maximum Funding:

Each eligible jurisdiction may claim up to \$3,000 annually. Jurisdictions may claim additional allocations with permission from donor jurisdictions. Total program funding for bicycle parking shall not exceed \$36,000 annually.

Part V. Project Evaluation
Bicycle Safety Program

A. Proposed activities for this bicycle safety program:_____

B. Maximum Funding:

Each eligible jurisdiction may claim up to \$2,000 annually. Jurisdictions may claim additional allocations with permission from donor jurisdictions. Total program funding for bicycle safety shall not exceed \$24,000 annually.

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim

Part V. Project Evaluation
Bicycle Travel Facilities Criteria

A. PLANNING AND DESIGN

1. The proposed facility must conform to the Highway Design Manual, Chapter 1000, Bikeway Planning, and Design Criteria.

B. SAFETY

1. There have been _____ accidents involving bicycles in the corridor to be served by the proposed facility during the last three (3) years.

1a. Source of information concerning accidents:_____

<u>Facility Class</u>	<u>Accident Range</u>	<u>Points</u>
II & III	0-2	5
II & III	3-5	10
II & III	6 or more	15
I	Not Applicable	15

2. The most recent count of average daily traffic on the corridor proposed for the bicycle travel facility is _____ ADT.

2a. Source of information on Average Daily Traffic:_____.

<u>Facility Class</u>	<u>Average Daily Traffic</u>	<u>Points</u>
II & III	Less than 2,000	5
II & III	2,001 to 8,000	10
II & III	8,001 to 15,000	15
II & III	More than 15,000	20

I	Not Applicable	20
---	----------------	----

3. Existing facilities standards

Existing facility complies with all Caltrans design and operational standards	0 points
---	----------

Existing facility has some Caltrans design and operational deficiencies (i.e. narrow shoulder, high traffic volumes, etc.)	2 points
---	----------

Existing facility is unsafe according Caltrans design standards (i.e. no shoulder, bicycles, and pedestrians in travel way, etc.)	5 points
--	----------

B: SAFETY TOTAL _____

C: NEED

1. The proposed project is within 1/4 mile (1,320 feet) of the following attractions:

<u>Number</u>	<u>Attraction Type</u>	<u>Points</u>	<u>Number X Points</u>
_____	School	6	_____
_____	Commercial Center	5	_____
_____	Office/Industrial Sites	5	_____

Note: The number of schools and other attractions within the 1/4 mile (1,320 foot) corridor shall be allocated points on the following basis:

Schools: 6 points each (no limit)

Commercial Centers: 5 points per 10,000 square feet of store area. (Maximum 20 points)

Office/Industrial Sites: 5 points per 20 employees per each site. (Maximum 20 points)

C: NEED TOTAL _____

D: SYSTEM IMPROVEMENT AND CONTINUITY

1. Does the proposed project eliminate gaps in the bikeway system or serves as a link between communities or other systems?

Yes	10 points
-----	-----------

No 0 points

2. Does the proposed project upgrade the bicycle travel facility system in any of the following manners?

<u>Description</u>	<u>Facility Class</u>	<u>Points</u>
Eliminates on-street parking	III	10
Provide a physical barrier for bicycles	II	10
Separates bicycles from automobile traffic	I	10
D: SYSTEM IMPROVEMENT AND CONTINUITY TOTAL		_____

E. LOCAL MATCHING FUNDS

1. Percentage of total cost:

<u>Percentage of Total Cost</u>	<u>Points</u>
No match	0 points
Greater than 0% but less than 5%	5 points
5% but less than 10%	10 points
10% but less than 15%	15 points
Greater than 15%	20 points

2. Source of matching funds:_____

E: LOCAL MATCHING FUNDS TOTAL _____

F: TOTAL POINTS (B + C + D + E) = _____

Transportation Development Act Article 3 Program
Bicycle and Pedestrian Facilities Claim
Part V. Project Evaluation Criteria
Pedestrian Facilities Criteria

A. PROJECT ELIGIBILITY

1. Does the proposed project represent only new sidewalks or pedestrian bridges on or across arterial or collector streets, freeways, expressways, or railroads? YES NO
2. If the proposed facility is planned to occupy a right-of-way other than that of the local jurisdiction, have proper permits or other written permission been obtained? YES NO

B. SAFETY

1. There have been _____ traffic accidents involving pedestrians in the proposed project corridor during the last three (3) years.

1a. Source of information concerning accidents _____

No. of Accidents	Points
0	0
1 or 2	5
3 to 5	10
More than 6	15

2. The most recent count of average daily traffic on the corridor proposed for the pedestrian facility is _____ ADT.

2a. Source of information on Average Daily Traffic _____.

Average Daily Traffic	Points
Less than 2,000	5
2,001 to 8,000	10

8,001 to 15,000	15
More than 15,000	20

3. Existing facilities standards

Existing facility complies with all Caltrans design and operational standards	0 points
---	----------

Existing facility has some Caltrans design and operational deficiencies (i.e. narrow shoulder, high traffic volumes, etc.)	2 points
---	----------

Existing facility is unsafe according Caltrans design standards (i.e. no shoulder, bicycles, and pedestrians in travel way, etc.)	5 points
--	----------

B: SAFETY TOTAL _____

C: NEED

1. The proposed project is within 1/4 mile (1,320 feet) of the following attractions:

<u>Number</u>	<u>Attraction Type</u>	<u>Points</u>	<u>Number X Points</u>
_____	School	6	_____
_____	Commercial Center	5	_____
_____	Office/Industrial Sites	5	_____

Note: The number of schools and other attractions within the 1/4 mile (1,320 foot) corridor shall be allocated points on the following basis:

Schools: 6 points each (no limit)

Commercial Centers: 5 points per 10,000 square feet of store area. (Maximum 20 points)

Office/Industrial Sites: 5 points per 20 employees per each site. (Maximum 20 points)

C: NEED TOTAL _____

D: SYSTEM IMPROVEMENT AND CONTINUITY

1. Does the proposed project eliminate gaps in the pedestrian system or serves as a link between communities or other systems?

Yes	10 points
-----	-----------

No 0 points

2. Does the proposed project upgrade the pedestrian facility system in any of the following manners?

<u>Upgrade Description</u>	<u>Points</u>
Provide a physical barrier for pedestrians	10
Separates pedestrians from automobile traffic	10

D: SYSTEM IMPROVEMENT AND CONTINUITY TOTAL

E. LOCAL MATCHING FUNDS

<u>Percentage of Total Cost</u>	<u>Points</u>
No match	0 points
Greater than 0% but less than 5%	5 points
5% but less than 10%	10 points
10% but less than 15%	15 points
Greater than 15%	20 points

2. Source of matching funds:_____

E: MATCHING FUNDS TOTAL _____

F: TOTAL POINTS (B + C + D + E) = _____



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: Daniel Ortiz-Hernandez, City Manager
Maria O. Martinez, City Clerk

DATE: June 1, 2021

SUBJECT: Adopt a Resolution Authorizing the City Manager to Negotiate and Enter into an Agreement with Routematch Software, Inc. to purchase a Transportation Management System in the amount of \$50,157.00

Recommendation:

Staff recommends adoption of a Resolution Authorizing the City Manager to negotiate and enter into an Agreement with Routematch to purchase a Transportation Management System in the amount of \$50,157.00

Discussion:

The Dial a Ride services are currently being operated from City Hall, and staff has identified the need for a transportation management system. The Dial A Ride calls are received at the City Hall office and are dispatched to the drivers via two-way radio. Some disadvantages of manual dispatching include room for errors in miskeying data, reduced sharing of information and customer services, labor-intensive and time-consuming reporting.

The Routematch system optimizes the performance delivery by identifying the most optimal course of action with visibility into multiple services to efficiently manage daily operations. It has trip management and verification by accessing real-time insight into performance data & validate all operations data for the trips by quickly accessing the database. The system provides a customer module dedicated to tracking and maintaining all pertinent data for each driver. The module easily manages all passenger's transportation, demographics, eligibility, ADA, and related information. The system can capture data needed for government audits and improve eligibility and certification functions.

Purchasing the Routematch System will efficiently manage the day-to-day operations, gather and quickly compile the demand response data, improve on-time performance and reduce operating costs to serve the passengers' needs.

Staff recommends the City Council review the proposal (Exhibit A) and approve the purchase of a Transportation Management System.

Fiscal Impact:

The \$50,157.00 will be covered by CareAct funds, and the annual service agreement will be covered by TDA funds.

Attachments:

1. Resolution
2. Exhibit A - Proposal

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH ROUTEMATCH SOFTWARE, INC. TO PURCHASE A TRANSPORTATION MANAGEMENT SYSTEM

WHEREAS, the City of Wasco wishes to purchase a transportation management system with Routematch Software, Inc; and

WHEREAS, the system to be purchased are described in the proposal to be found in Exhibit A; and

WHEREAS the Agreement shall also be subject to review and approval as to legal form by the City Attorney; and

WHEREAS, the Agreement shall not be valid unless until so approved by the City Attorney and Executed by the City Manager upon the satisfaction and requirements and contingencies indemnified herein;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Wasco does hereby does as follows:

SECTION 1: Authorizes the City Manager to Negotiate and Enter into an Agreement with Routematch Software, Inc.

SECTION 2: The Agreement shall not be valid unless and until so approved by the City Attorney and Executed by the City Manager upon satisfaction of the requirements and contingencies indemnified herein.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2021 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on June 1, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

ALEXANDRO GARCIA,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



Proposal Response to:

City of Wasco

Transportation Management System

Submitted by:

Routematch Software, Inc.

1230 Peachtree Street NE, Suite 2800
Atlanta, GA 30309

Teague Kirkpatrick

303.997.1507

Teague.Kirkpatrick@routematch.com
routematch.com

Submitted on:

May 28, 2021

The "RM Demand" logo, with "RM" in large, bold, dark blue letters and "Demand" in a smaller, dark blue font below it. To the right of the text is a stylized teal car icon with white circular headlights. The entire graphic is set against a light gray circular background.

RM
Demand



Confidentiality Notice

The items in this Proposal are marked 'Confidential' for protection under the California Public Records Act, Section 6254.15, that exempts the release of information to the public that are 'corporate financial records, corporate proprietary information including trade secrets.'

The information contained in this proposal is intended only for evaluation by City of Wasco or its agents for the purpose of consideration of a contract with Routematch Software, Inc. for software and services. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying and recording, or by any information or retrieval system, except as expressly related to the evaluation process performed by City of Wasco and permitted in writing by Routematch Software. All requests should be sent to Attention: Keir Gumbs, Director, Routematch Software, Inc., 1230 Peachtree Street NE, Suite 2800, Atlanta, GA 30309.

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Routematch Software is committed to managing our impact on both the local and global environments. This commitment is reflected throughout our business with our technologies aimed at helping clients reduce their use of paper and minimize their overall use of fuel. Routematch continuously encourages all stakeholders – clients, partners, and employees alike – to remain environmentally conscious and reduce our combined carbon footprint.

The paper used for this proposal is a natural and biodegradable product, produced from renewable resources and is 100% recyclable.



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1 Introduction

Routematch Software, Inc. (“**Routematch**”) is pleased to submit the enclosed proposal documents to City of Wasco for an automated Transportation Management System.

Routematch is a U.S.-based provider of Intelligent Transportation Systems, delivering Transit Operations Technologies and Rider Engagement Solutions, ranging from CAD/AVL and Demand-Response software applications to Fare Collection and Mobility On-Demand products, along with integrated peripheral hardware and mobile applications to complement the technology. Routematch is dedicated to the success of our clients and has been established around a philosophy of building state-of-the-art technology and professional services, while providing unparalleled customer support and maintenance. We conduct business as a partnership with our clients, working in tandem with them to provide the best solutions possible.

We believe that no other technology vendor is more focused or better equipped to partner with the City of Wasco on this important project. Here is why we think so:

- ✓ **Commitment** – Routematch is 100% committed to ensuring ongoing and continued success in transit and technology. We have valued and continue to value our strong and open partnerships with over 500 transit providers across the US, including over 35 in California.
- ✓ **Pragmatism earned through deep transit experience** – We understand each transit agency differs. Historically, each agency that Routematch has partnered with has embraced and scaled their technology at different paces and in different ways, when ready. For example, some feel comfortable relying more heavily on automated schedule optimization, while others like more flexibility, combining manual and automated scheduling. Many times, it is based on how they would like to balance out efficiency and rider satisfaction. Although our solutions extend beyond a traditional fixed route and paratransit scheduling and dispatching needs, transit is your and our core business. Our deep history and focus on transit, understanding of the nuances of federal and state guidelines, and operational and rider needs uniquely make use well suited.
- ✓ **Scalability** – Routematch has deployed scalable solutions that allow transportation providers to build easily upon our core scheduling and dispatching foundation. This allows the addition of future technology solutions such as mobile apps, automated fare payments, business intelligence and coordination, as well as on-demand technologies and new service delivery models. Scalability also comes with our experience with over 500 customers and taking fresh approaches from one agency to benefit others.
- ✓ **Outcomes**– We strongly believe that measurements should concentrate on but still extend beyond operations, and we have a keen interest in working with City of Wasco to examine social and community impacts of transit services. Health, the environment, inclusivity, employment opportunities and economic development are key areas for tracking. They are also areas we have seen the Federal Transit Administration take interest in. The need to achieve these outcomes steer our technology roadmaps and are what drive our team to strive to excel in what we do to help both you and the industry. We want to take riders “wherever life takes them.”



RouteMatch believes we are uniquely positioned to successfully deliver the technology required to meet City of Wasco's current and future objectives: (1) we offer a sufficiently robust and in-depth **paratransit scheduling and management platform** that has improved existing processes, workflows, and customer experience; and (2) we have the best understanding and practical experience to bring about the service management technology of the future that will facilitate the delivery and scalability of service innovations and vision.

We are truly excited about the chance to partner with you on this important and strategic project and look forward to discussing and presenting our solution to your project team. RouteMatch certifies that this proposal constitutes a firm and binding offer to City of Wasco, and that all information is accurate and truthful.

Sincerely,

Teague Kirkpatrick

Teague Kirkpatrick, Transit Partner
RouteMatch Software, Inc.



2 Qualifications

2.1 Routematch Overview

Our story began in 1999 and continues to this day – alongside the stories of over 600 transit partners across North America and Australia. Headquartered in Atlanta, we also have offices in Denver, Toronto, Dublin and Sydney. Everywhere we live and work, our passion remains the same: improve the lives of transit riders everywhere, through innovative technology, tireless customer service, and an unbound sense of responsibility to the people who rely on transit to provide them mobility without limits. That particularly drives us to understand the unique challenges transit agencies encounter with on-demand and paratransit services, and how to ensure everyone is served, with an eye toward an individual's abilities instead of their disabilities. We keep that vision in mind with our suite of Transit Operations and Rider Engagement Solutions ranging from Fixed Route and Demand-Response software applications to Fare Collection and Mobility Management products complemented by integrated peripheral hardware and mobile applications.

Routematch has been providing paratransit real-time scheduling and dispatching systems since the beginning. Routematch was the first software company in the public transit arena to utilize street network GIS information combined with network solving algorithms to solve scheduling and dispatching problems. We have continued to enhance our paratransit scheduling technology over our 20+ years to include the use of historical data, real-time traffic information, on-demand scheduling algorithms, continuous optimization algorithms, and profile-based scheduling parameters. In 2008, Routematch began deploying fixed route technologies, tightly integrated with in-vehicle hardware peripherals (AVA's, APC's, etc.). In 2010, Routematch began deploying public-facing real-time Traveler Information Systems (smartphone apps, SMS texts, web portals, IVR, etc.). In 2014, Routematch began deploying transit asset management technologies, and in 2016, Routematch has started deploying Automated Fare Collection technologies. As we usher in the 2020 decade, a new scheduling engine for Demand Response, an All-In-One integrated app, and additional Mobility On Demand products are hitting the streets and we are excited to lead public transit into the next generation of technology.

2.2 Relative Experience

Throughout our history, our paratransit and demand response management suite has continued to receive significant investment in innovation as well as dedicated development resources aimed at performance and usability enhancements. All technologies are developed and coded with an open-architecture approach, and designed to facilitate and drive coordination, collaboration and community transformation. Our expertise in the industry provide the end to end solutions necessary to meet the ever-changing technology demands.

Routematch strongly believes our industry experience, proposed solution, and partnership approach make Routematch the best solution for City of Wasco. This statement is driven by our commitments throughout this response and further by the points below:

- ✓ **Experience:** With over 500 paratransit and demand response deployments Routematch has deployed more transit technology systems than any other vendor in the industry. We have over



20 years of experience in the Intelligent Transportation System (ITS) arena and are focused on developing ITS technologies for the public transit industry.

- ✓ **Project Approach:** Route match's approach to strategic projects such as this follow a proven implementation methodology, but ultimately City of Wasco with a clear understanding of the deliverability of the goals of the project. The overall approach also covers multiple facets including:
- ✓ **Partnership Approach** – Routematch has been built through partnership with our clients. Our growth is 100% reliant on their success.
- ✓ **Open Systems** – Routematch is an open, non-proprietary solution that allows us to “talk” to other systems easily and develop integration modules that are supportable.
- ✓ **Single Vendor** – Routematch develops and maintains all proposed technologies, deployed on a single user-interface and driver device, and is the single point of contact throughout implementation and ongoing support
- ✓ **Total Support & Maintenance Program** – Providing a live 24/7/365, U.S.-based Support Staff, and includes all product upgrades and updates to protect your investment and ensure City of Wasco is using cutting-edge technologies.
- ✓ **Innovation:** Routematch is bringing to the table an innovative approach to several areas of this project. Routematch is able to provide a unique enterprise solution that can manage all future operations in a single database and single application. Routematch is the only vendor who can provide this advantageous approach.



3 Proposed Technology

3.1 RM Demand (Core Paratransit & Dial-a-Ride Management)

Planning & Data Management Tools

Customer Module

The Customer Management Module is dedicated to tracking and maintaining all pertinent data for each rider. The Customer Management Module easily manages all of your customers' transportation, demographic, eligibility, ADA, and related information. Easily search and find all customers within the database to quickly access data. It also allows you to easily access this data via standard and ad hoc reporting tools to build enterprise customer reporting tools. User-defined custom field forms allow organization to customize data management needs unique to your needs.

- Customer Profile and Preferences
- Address Management and Map Location
- Mobility Requirements, Assistance Needs, and Guest / Attendant Requirements
- Define Common Trips and Addresses for easy reservations
- Geocoded Address Information
- Funding and Program Eligibility
- ADA Certification (with Certification Module)
- Customer Suspensions
- Medical and Disability Information
- Special Needs and Assistance
- User-defined Custom Fields for specific customization to your data management requirements
- Detailed Audit Logs of all data modifications by user

RouteMatch 6.2.34 (admin) - [Amblicab] [Customers]

File View Help

Alerting Reporting Customers Vehicles Drivers Trips Scheduling Dispatching Verification Funding Sources Addresses Services Settings

???, Justin (901887)

General

Name: Title: First Name: M.I.: Last Name: Suffix:

Official Name: Justin

Address: Home

Home Address same as Mailing Address?

<Customer Home>
4742 Villa Cir, Apt D
Colorado Springs, CO 80918 (El Paso)
Fx Rt: None

Primary Phone: 1- (555) 023-8338 Extension: Birthdate: Age: 79

Secondary Phone: Extension: Language: English

Official Phone: Internal ID: 901887 Ethnicity: White

Social Security: Flag: Option Not Selected

Email Address: Gender: Male Female N/A

☒ Customer is Currently Active

☒ Elderly ☒ Disabled ☐ Low Income ☐ Child

Customer Created By: RouteMatch User

Trip Default Settings

Mobility Type: Ambulatory Req Lift Attendant Count: 0

Associated Service: Envinda Mobility Type: Option Not Selected

Load Time: ☒ Use default associated with Mobility Type (currently 8 min)
☐ Specify a value for THIS Customer only [8] (minutes)

Unload Time: ☒ Use default associated with Mobility Type (currently 6 min)
☐ Specify a value for THIS Customer only [6] (minutes)

Comments

Comments:

General Misc Custom Fields Audit Log Fav Addresses Fav Trips Suspension Certification

CONFIDENTIAL 6/23/2020 11:45 AM



Driver Management

Routematch provides users with the ability to manage drivers' schedules and availability within the "Driver Management" module. This module manages relevant information associated with each driver or volunteer driver, including general driver information, work schedule, emergency contact, license information, and other relevant data. Routematch also provides the ability to add additional driver information using our "Custom Field" capabilities. This allows agencies to capture variable information specific to its objectives, such as testing data, certifications, or training needs.

- General driver information including address, phone, social, internal ID, license information, hire date, and termination date
- Driver capabilities and properties including user-defined properties associated with equipment training, drug and alcohol requirements, and other important data needed to properly manage your drivers
- Holiday availability
- Multiple labor shifts
- Driver/vehicle assignment
- Driver consideration and assignment recommendations
- Driver ranking and priorities based on user defined work rules and constraints

Vehicle Maintenance and Management

Routematch Software incorporates a Vehicle Management component to manage each vehicle fleet or pool. The Routematch Vehicle Management component manages general vehicle information, as well as more advanced information necessary to perform automated scheduling and routing functions such as capacity, flip seat configuration, availability, and first in last out (FILO) requirements.

- General vehicle information including physical and cost information
- Route Color Preferences
- Vehicle capacity information.
- Vehicle availability information
- Vehicle operation and pullout costs
- Garage pullout and pull-in locations
- Vehicle Properties
- Vehicle custom fields
- Mobile Data Computer / AVL Assignment

Service Management

The Services Module provides users with the capability of managing multiple programs and services operated by an agency. Vehicle pools or fleets can be assigned to a service to manage transportation services as individual systems, or can be integrated for improved coordination. Business rules and scheduling constraints can be applied to services to ensure the system adheres to customer service and contract requirements. This flexibility allows Routematch to support a multiple service delivery organization and integrate services more efficiently.

- Identify a set of rules for each service that an agency provides.
- Define vehicle pools that serve a particular service.
- Identify maximum trip times.
- Define pick-up and drop-off windows.
- Run service-specific performance reports.



Funding Source Management

The Funding Source Module allows agencies to manage the details of how trips are funded. Each funding source can have multiple “billing rules”, rules that define the contract rates for transportation. These billing rules may be different based on the requirements of the funding source (i.e., Medicaid Wheelchairs = \$14 per trip, Medicaid Ambulatory = \$10 per trip). Each customer for each trip has a billing target that will pay for the transportation (i.e., Farebox, Medicaid, etc.)

- Manage all funding sources, contracts, and programs that require an eligibility process.
- Maintain contract begin and end dates
- Maintain contract business rules, such as bill attendant, bill guests, and bill no-shows.
- Integrate seamlessly into the Routematch Billing Engine to determine accurately calculate trip costs.
- Manage primary contact information for program and contract.
- Manage mailing address for invoice delivery.
- Manage data associated with the contract’s eligibility requirements.

Daily Operations

Trips/Reservations

Routematch Software streamlines the transportation reservation process quickly and easily through the Trips Module. Users can quickly search for customers and reservations. Customers’ trips can then be viewed in the “Trips” window. At this point, any trip can be modified or deleted. Buttons on this form, such as “New Trip” and “Reverse Trip,” speed up the data entry function of the reservation. Once vital trip information is collected, reservationists can schedule the trip online using computer-assisted technology. Integrate the Routematch Self Service Phone and Web Modules to allow customers to access reservations themselves to confirm, cancel, or create reservations over the phone or website.

- Streamlined Reservation System quickly collect accurate reservation information for enhanced scheduling and reporting purposes
- Multi-faceted origination/destination selection capabilities with automated trip distance and payment calculation
- Address type (e.g. hospital, employer, dentist, clinic, home, etc.)
- Quickly select trip history or common destinations for easy reservations
- Alert engine to notify reservationists of invalid, conditional eligibilities or trip restrictions with supervisory override
- Pickup and/or Drop-off times and acceptable windows
- Default Customer data, including Mobility Type and Load/Unload times
- Trip Demographic Information
- Detailed Trip Audit of all events, actions, and modifications to trips
- Computer Assisted Scheduling Tools for real time and online scheduling
- GIS Trip Map Viewer
- Customer Fare Calculations



RouteMatch 6.2.34 (admin) - [Amblicab] [Trips]

File View Help

New Trip Record: ???, Justin (901887)
 DR: Trip Date 6/23/2020
 1-(555) 023-8338

Pickup: <Customer Home>
 4742 Villa Cir; Apt D
 Colorado Springs, CO 80918 (El Paso)
 Fx Rt: None

Dropoff: <Customer Home>
 4742 Villa Cir; Apt D
 Colorado Springs, CO 80918 (El Paso)
 Fx Rt: None

Previous Trips... Favorite Trips...

Trip Estimate: -1 Miles, -1 Minutes
 FR Trip Est.: -1 Miles, -1 Minutes
 Service: Envida
 Conditional Eligibility:

Funding Source: AAA Manage... Override: Automatic

Timing Preference

Dropoff: ☐ Will Call? Denial Status: Option Not Selected Trip Status: Approved

Initial Request Dropoff: ☐ Exact? Time: Day Of 12:00 PM
 Window: Day Of 12:00 PM Day Of 01:00 PM

Negotiated Request Dropoff: ☐ Exact? Time: Day Of 12:00 PM
 Window: Day Of 11:45 AM Day Of 12:00 PM

Initial Request Dropoff For Appointment: ☐ Exact? Time: Day Of 12:00 PM
 Window: Day Of 12:00 PM Day Of 12:00 PM

Negotiated Request Dropoff For Appointment: ☐ Exact? Time: Day Of 12:00 PM
 Window: Day Of 11:45 AM Day Of 12:00 PM

Fare Type: Option Not Selected The Customer Pay Amount is going to be Recomputed after you save.

Mobility Type: Ambulatory Req Lift

Load Time: ☒ Use default assoc. with Customer's Mobility Type (currently 8 min)
☐ Specify a value for THIS Trip only (in minutes)

Unload Time: ☒ Use default assoc. with Customer's Mobility Type (currently 6 min)
☐ Specify a value for THIS Trip only (in minutes)

Attendant(0) & Guest(0)... Billing Category: Option Not Selected Requested Trip Time Outside Core Hours?

Assistance Needs (3)... Trip Type: Option Not Selected Isolate From Other Passengers?

Car Seats: 0 Trip Purpose: Option Not Selected Service Animal with Customer?

Make this Trip into a Standing Order... Cancel

Comments: Edit...

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General Appointment Custom Fields Audit Log Map

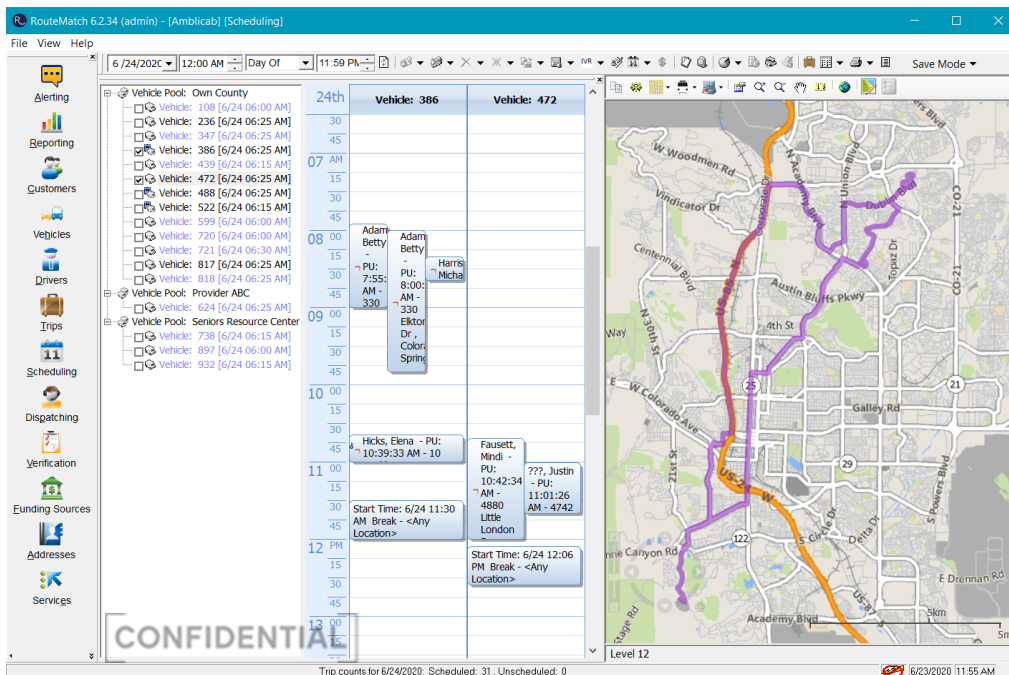
6/23/2020 11:50 AM

Scheduling & Route Optimization

The Scheduling Module provides the foundation for route and schedule planning. Schedulers utilize this module to organize both routes and schedules for future dates by leveraging both the Routematch Scheduling Engine (RSE™). The Scheduling Module also provides what-if planning tools to analyze the results and statistics associated with the planned schedule.

Routematch 6.0 incorporates a schedule and route optimization engine, Routematch Scheduling Engine™ (RSE™), to automatically generate the most efficient, realistic schedules and routes. This allows our users to enhance their internal routing and scheduling processes. RSE™ was built exclusively for the demand response transit industry by Routematch personnel. We exclusively own the technology and continue to build enhancements to the technology.

The scheduling and routing technology is built using RSE™ on advanced technologies to automate, assist, and optimize our client's trip request business processes to produce unparalleled results. RSE™ is a GIS-based scheduling and routing algorithm that provides the most accurate, efficient solution for computer-automated scheduling, routing, and optimization.



Computer-Assisted Scheduling

Routematch Software incorporates the computer-assisted and online scheduling functions within the Trips, Schedule, and Dispatch Modules using our advanced Routematch Scheduling Engine solution. RSE™ can assist users with trip assignments while maintaining intelligent awareness of certain limitations, such as vehicle capacity, allowable mobility types, and service restrictions. By double clicking on an unscheduled trip, the dispatcher can activate a “Recommendations” form that will assist the user in his decision-making and provide recommendations that are ordered from most efficient to least. The dispatcher can then decide which vehicle to place the customer on, based on knowledge of the service and human issues which are always involved in public transportation.

Trip Scheduling Properties	
Pickup Address	4742 Villa Cir, Colorado Springs, CO, 80918
Dropoff Address	1 Cheyenne Mountain Hwy, Colorado Springs, CO, 80906
Requested dropoff time	6/24/2020 12:00 PM
Time Window	6/24/2020 11:45 AM - 6/24/2020 12:00 PM
Load Time	8 minutes
Unload Time	6 minutes
Mobility Type	Ambulatory Req Lift
Attendants	0
Service Name	Envia

Get next 10 Vehicles

06/24 4...

- 6/24/2020 10:30 AM: Break
- 6/24/2020 11:21 AM: ???, Justin - 4742 Villa Cir, Colorado Springs, 80918
- 6/24/2020 12:00 PM: ???, Justin - 1 Cheyenne Mountain Hwy, Colorado Springs, 80906
- 6/24/2020 01:30 PM: Break

Recommendations Vehicle Schedule

Best Good Caution Last resort



Fully Automated Scheduling

Routematch utilizes advanced mathematics and GIS to create vehicle schedules, stop itineraries, and vehicle routes. This combination of RSE™ and GIS produces “Business Optimization.” Business optimization is the key to the success of our technology. We can drastically reduce operating costs for a transit agency through more efficient schedules and routes. Schedules and vehicle routes are created based on GIS, therefore, vehicle assignments and routes can actually be modeled much more closely than any other traditional methods. Using GIS in our scheduling and routing algorithms, maps, driving directions, and trip distances can actually be computed in the software package.

RSE™ provides a robust, automated scheduling and routing solution for the automation and optimization of your scheduling process. Unlike the traditional “triangulation” method, which plots two points on a map and draws a straight line between them with a “fudge factor” to calculate travel times, Routematch’s advanced scheduling and routing algorithm uses real-world street conditions (i.e. speed limits, congestion, one way streets, etc.) to calculate very accurate, efficient schedules and routes using Geographic Information System (GIS) street data. The ultimate result of our RSE automation and optimization tools are:

- Minimized drive times and distances, typically resulting in a 15 - 20% reduction in vehicle miles traveled per vehicle per day
- Minimized operating costs
- Minimized unproductive time
- Maximized usage of vehicles while meeting schedules and time windows
- Increased customer service and transit service area

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Optimization Results

Apply Schedule Cancel and Return Accept Vehicle Accept Schedule Options View Results

Optimized vehicles

- Own County
 - Vehicle: 108
 - Vehicle: 236
 - Vehicle: 347
 - Vehicle: 386**
 - Vehicle: 439
 - Vehicle: 472
 - Vehicle: 488
 - Vehicle: 522
 - Vehicle: 599
 - Vehicle: 720
 - Vehicle: 721
 - Vehicle: 817
 - Vehicle: 818

Current Schedule

- Vehicle: 386

Proposed Schedule

- Vehicle: 386
 - 6/24/2020 06:25 AM: (Pullout: 07:41 AM) Garage
 - 6/24/2020 07:55 AM: (Load=5) Adams, Betty - 33...
 - 6/24/2020 08:00 AM: (Load=5) Adams, Betty - 33...
 - 6/24/2020 08:21 AM: (Load=5) Harris, Michael - 2...
 - 6/24/2020 08:39 AM: (Unld=3) Harris, Michael - 9...
 - 6/24/2020 09:00 AM: (Unld=3) Adams, Betty - 1...
 - 6/24/2020 09:50 AM: (Unld=3) Adams, Betty - 11...
 - 6/24/2020 10:39 AM: (Load=7) Hicks, Elena - 10...
 - 6/24/2020 11:00 AM: (Unld=7) Hicks, Elena - 388...
 - 6/24/2020 11:30 AM: Break
 - 6/24/2020 12:00 PM: Break
 - 6/24/2020 06:00 PM: (Pullin: 12:00 PM) Garage

RSE Summary Statistics for 6/23/2020 11:53 AM

Summary Statistics 6/24/2020 00:00:00 to 6/24/2020 23:59:00

Avail Veh	Used Veh	Avail Trips	Sched Trips	Sched Passengers	Unsched Trips	Unusable Trips	Rev Hrs	Tot Hrs	Rev Dist	Tot Dist	Batch Trips / RevHr	Batch Pass / RevHr	Warnings	Errs	Run Secs
13	6	31	31	35	0	0	23.30	28.73	391.23	484.61	1.33	1.50	7	0	0.13

Run ID	Pool Desc	Veh Desc	First Pickup	Last Dropoff	Garage Pullout	Garage Return	Break Minutes	Veh Rev Hrs	Veh Tot Hrs	Veh Rev Dist	Veh Tot Dist	Veh Trips	VehTrips / RevHr	Veh Pass	VehPass / RevHr
11	Own County	06/24 386	6/24 08:00 AM	6/24 11:00 AM	6/24 07:41 AM	6/24 11:27 AM	0	2.98	3.75	63.81	78.86	4	1.33	5	1.67
21	Own County	06/24 488	6/24 09:11 AM	6/24 04:15 PM	6/24 08:49 AM	6/24 04:37 PM	30	6.55	7.78	72.92	89.95	8	1.22	10	1.53
31	Own County	06/24 522	6/24 01:23 PM	6/24 04:00 PM	6/24 01:07 PM	6/24 04:18 PM	0	2.60	3.18	38.36	48.95	4	1.53	4	1.53
131	Own County	06/24 472	6/24 10:42 AM	6/24 12:00 PM	6/24 10:31 AM	6/24 12:22 PM	0	1.28	1.83	21.51	36.06	2	1.55	2	1.55
161	Own County	06/24 817	6/24 08:55 AM	6/24 04:00 PM	6/24 08:39 AM	6/24 04:20 PM	30	6.57	7.68	149.80	166.46	9	1.37	10	1.52
201	Own County	06/24 236	6/24 10:23 AM	6/24 02:10 PM	6/24 09:54 AM	6/24 02:22 PM	30	3.27	4.45	44.83	64.32	4	1.22	4	1.22

OK



Dispatch Module

Routematch Software's dispatching module is specifically designed to allow dispatchers quick access to schedule, trip, and customer information in order to improve daily operational decision-making. The component is very flexible; dispatchers can create and design "Data Views" that are specific to their dispatch needs. This allows each dispatcher to have a custom screen that specifically meets the type and mode of dispatch they use.

- Make last-minute changes to routes and schedules
- Manage no-shows, cancellations, and trip status
- Enter trip information such as odometer readings, stop times, driver comments, customer comments, etc.
- Quickly access information about daily operations
- Use "Map View" for easy navigation and spatial analysis
- Create unlimited Dispatch Views to create dispatch systems specifically for your operations and services
- Estimated Times of Arrivals are predicted based on stop times and route performance
- Filter and format views to highlight key dispatch issues
- Easily manage and assign will calls using Computer Assisted Scheduling

The screenshot shows the RouteMatch 6.2.34 (admin) - [Amblicab] [Dispatching] interface. The window title bar indicates the version and user context. The interface includes a menu bar (File, View, Help), a toolbar with various icons, and a sidebar with navigation options like Alerting, Reporting, Customers, Vehicles, Drivers, Trips, Scheduling, Dispatching, Verification, Funding Sources, Addresses, Services, and Settings.

The main display area is divided into two panes. The left pane shows a map view with a highlighted route in orange. The right pane displays a table of dispatch data for 'Own County'.

Stop Type	Customer Name	Stop Address	Stop Time	MDC Trip Status	Request Time	Comp
386						
P	Balew, Erin	1305 4th St	12:14 PM	Non MDC Trip	01:00 PM	
P	Lee, Nancy	1416 S Corona Ave Apt D	12:34 PM	Non MDC Trip	01:00 PM	
D	Lee, Nancy	12 E Pikes Peak Ave	12:46 PM	Non MDC Trip	01:00 PM	
D	Balew, Erin	816 Oxford Ln Apt #401	01:00 PM	Non MDC Trip	01:00 PM	
P	Fabin, Matthew	6 N 18th St	01:43 PM	Non MDC Trip	02:10 PM	
D	Fabin, Matthew	4035 Oro Blanco Dr	02:10 PM	Non MDC Trip	02:10 PM	
P	Lee, Nancy	12 E Pikes Peak Ave	02:40 PM	Non MDC Trip	03:00 PM	
D	Lee, Nancy	1416 S Corona Ave Apt D	02:53 PM	Non MDC Trip	03:00 PM	
P	Glaza, Mark	1301 S 8th St	03:06 PM	Non MDC Trip	04:00 PM	
P	Nixon, Howard	15 Galleo Drive	03:38 PM	Non MDC Trip	04:15 PM	
D	Glaza, Mark	11 S Murray Heights Dr Apt 11	04:00 PM	Non MDC Trip	04:00 PM	
D	Nixon, Howard	907 E Colorado Ave #110	04:15 PM	Non MDC Trip	04:15 PM	
439						
P	Douglas, Alice	6781 Mission Rd	12:06 PM	Non MDC Trip	01:00 PM	
D	Douglas, Alice	1085 5th St	01:00 PM	Non MDC Trip	01:00 PM	
P	Douglas, Alice	1085 5th St	02:06 PM	Non MDC Trip	03:00 PM	
D	Douglas, Alice	6781 Mission Rd	03:00 PM	Non MDC Trip	03:00 PM	
488						
522						

The bottom status bar shows 'Filtered vehicles: 3 / Vehicles with trips: 3' and a list of open windows: Whiteboard, AVL Display, Audit Log, mCustomer, MDC/AVL, and ETA. A 'CONFIDENTIAL' watermark is visible in the bottom right corner.



3.2 Tablet-based Mobile Data System

The Routematch Mobile Data System supports multiple mobile data devices (MDD) and wireless communication protocols, combining best-of-breed hardware and software components to meet each agency's unique requirements. Based on business requirements and budget, Routematch will tailor your mobile data environment to specifically meet your unique challenges. Routematch is proposing a ruggedized Android-based tablet computer as a driver interface device. This crisp and flexible device models the workflow for drivers, providing a single sign on to multiple peripherals and electronic manifest as well as other features like, turn-by-turn voice annunciated directions, automated odometer / mileage collection, fare collection, passenger counting, ETA to next stop, and a mailbox for electronic communication with dispatch. The device will be installed within comfortable reach of the driver and will be securely mounted to the interior as to not obstruct the driver or interfere with other on-board equipment.



Onboard Operator Interface

The mobile device serves as point of interface for the driver and manages and streamlines the driver experience and automates data communications between the driver and dispatch. Our internally-developed Android-based software application resides on the MDD, and models the workflow for drivers, providing a single sign on to multiple peripherals and electronic manifest as well as other features like, turn-by-turn voice annunciated directions, automated odometer / mileage collection, fare collection, passenger counting, ETA to next stop, and a mailbox for electronic communication with dispatch.

Demand Response Key Features

- Automatic Vehicle Location
- Mobile Data Communications
- Navigation – Google or Offline, Static Maps
- Arrive/No Show/Depart
- Two Way Messaging
- Real-time manifest modifications – add, delete, change trips
- Group Arrive
- Fare Collection
- Real-time Data Collection (i.e. Trip Status, Odometer Readings and Time Stamps)
- Customizable Prompts
- Vehicle in Motion Blocker for Increased Safety



Left Screenshot (Manifest List):

Time	Date	Location	Driver	Fare
05:56 P	0902	TERRELL MILL RD, MARI...	Susan Leonard	2.00
06:30 D	1194	CANTERBURY DR, SMY...	Susan Leonard	2.00
07:14 P	663	WESTCHASE LN, ATLANTA	Tripp Baxter	40.00
08:02 D	2277	MARK TRL, DECATUR	Tripp Baxter	40.00
09:09 P	1122	Moreland PI Se, Atlanta		

Right Screenshot (Manifest Detail):

Fare Collected	2.00
Attendants	0
Guests	0
Odometer (miles)	65287.4
Service Animal	<input type="checkbox"/>

Mounting Infrastructure

Routematch Software is proposing Hint Peripherals for locking metal mounts on the tablet. Hint Peripherals specialize in the design and manufacturing of high-performance mounting systems and electronic accessories for mobile equipment. Their products are designed using the best materials required to operate in extreme mobile environments. With their 20 years of experience, the right procedures are selected to produce heavy duty equipment that will stand the test of time. All mounts will be keyed in the same pattern to provide enhanced security and ease of use.

3.3 Reports & Analysis

Routematch Software integrates state-of-the-art reporting and data analysis tools in all of our products. Routematch provides over fifty standard reports covering major operational and planning areas. Routematch utilizes flexible user-driven front ends to customize and configure each standard report. The Routematch Ad Hoc Report Wizard is also included. This easy to use wizard provides a step-by-step approach to building and editing any report. Due to the open nature of Routematch's architecture and open database, all standard, customized, and ad hoc reports are exportable into any ODBC-compliant program (i.e., MS Access, MS Excel). For the purposes of merging reports with other data not captured in the Routematch system, our export functionality provides the ultimate flexibility in owning, manipulating, and understanding data that the agency maintains. The Settings Module allows system administrators to define reporting rules and calculations, as well as assign user permissions to users within the organization. Major Reporting Areas include:

- Manifests
- Mobile Management
- Operational
- Productivity
- Invoices
- Notifications
- User Defined



The National Transit Database is a required report that provides data on the service supplied by the agency. The report shows a summary of the agency's operation based on the selected date

Selection Criteria NTD S-10 (1/1/2018-6/23/2020)

Main Report

NTD Form: Service Non-Rail (S-10) Mode: DR Service DO - RM_CO_Amblicab
For Time Period: 1/1/2018 - 6/23/2020
Printed: 6/23/2020 1:12:17PM

Maximum Service Vehicles
01 Vehicles operated in annual maximum service (VOMS) 9
02 Vehicles available for annual maximum service 13

Periods of Service
03 Time service begins 5:47:00AM
04 Time service ends 5:47:00PM

Service Supplied
06 Vehicles in operation 7
11 Total actual vehicle miles 1229
12 Total actual vehicle revenue miles (VRM) 1098
12a Deadhead miles 131
14 Total actual vehicle hours 83.45
15 Total actual vehicle revenue hours 65.50
15a Deadhead hours 17.95

	Average Weekday	Average Saturday	Average Sunday	Annual Total
06 Vehicles in operation	7	1	0	
11 Total actual vehicle miles	1229	136	0	328189
12 Total actual vehicle revenue miles (VRM)	1098	115	0	292878
12a Deadhead miles	131	20	0	35311
14 Total actual vehicle hours	83.45	10.48	0.00	22,346.25
15 Total actual vehicle revenue hours	65.50	8.36	0.00	17,546.43
15a Deadhead hours	17.95	2.12	0.00	4,799.82

Current Page No: 1 Total Page No: 1 Zoom Factor: 100%

6/23/2020 1:13 PM

Standard Reports are written and maintained by Routematch for all clients. Routematch is installed with a number of standard reports that give you the ability to view the data the application gathers during normal operation. The reports cannot be modified or customized, but many of the reports can be tailored to suite your needs through the Selection Criteria tab user interface.

- **Standard Report Front-end Options:** Routematch Standard Reports provide flexible and configurable front-end options. These Selection Criteria allow reports to be tailored to meet agency-specific requirements.
- **Importing & Exporting Reports:** Due to Routematch's open architecture nature, providers are able to import reports using .rpt files, and export reports to numerous common formats.
- **Ad-hoc Report Generator:** Routematch Software incorporates a wizard-driven, ad hoc report generator that makes building custom reports very simple. Users can simply select the type of report, the information they would like to see, and how it should be filtered, sorted, and titled. The report can then be saved as a public or private report for future use. This feature allows users to build an unlimited number of reports with no assistance or additional fees to Routematch. In addition, any custom fields that are utilized to capture information not inherently captured in the solution are accessible for reporting purposes through the ad hoc report generator.



RouteMatch AdHoc Wizard

Format Report

Report Header
Report Title:
Agency Name: **amblicab**
Header Alignment: ☒ Left ☐ Center ☐ Right
☐ Display Report Date ☐ Display Printed Datetime

Font
Report Header **16**
Page Header **12**
Report Detail **8**
Group Header **12**
[Add a Logo](#)

Page Settings
☒ Portrait ☐ Landscape

☒ Fields ☐ Group Headers ☐ Group Footers

Check Which Fields to Display in the Report
☒ Active - Customer
☒ Eligibility Condition - Customer
☒ Eligibility Delete Date - Customer

Additional Formatting
Format: **System Default St**
Display Name: **Eligibility Delete Date**
[Update Display Name](#)
Field Alignment: ☐ Left ☒ Center ☐ Right ☐ Word Wrap

☐ Display all fields

Report Column Preview with Sample [Help](#)

	Active	Eligibility Condition	Eligibility Delete Date

[Back](#) [Create](#) [Cancel](#)

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Demand Response Reporting Suite

The following table provides a comprehensive list of over sixty standard module and enterprise reports included in the Routematch Demand platform.

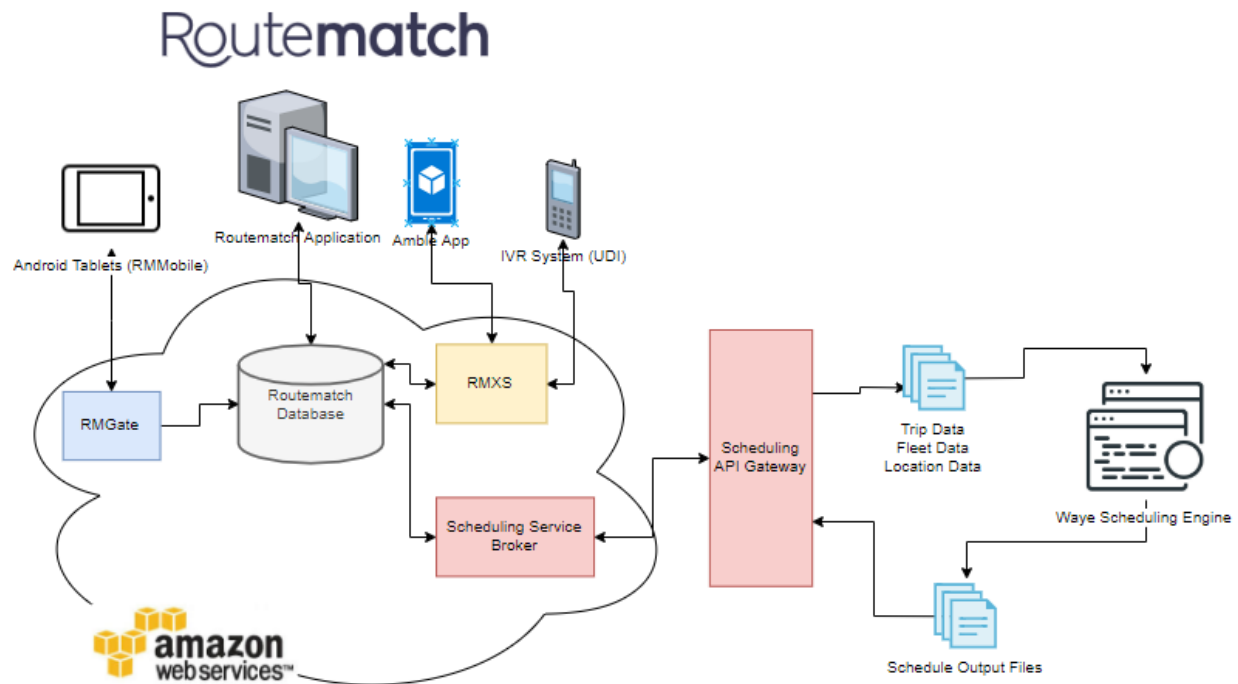
Demand Response Reporting Suite	
Module Reports	Suite of Enterprise Reports
Customer Management Module	Manifest Suite
Customer Information Report	Driver Manifest
Customer Audit Log	Trips Summary
Customer Certification Letters	Mobile Suite
Customer Certification Questions	Driver Directions
Vehicle Management Module	Failed Messages
Vehicle Information Report	Messages by Dispatch
Scheduled Maintenance Tasks	Messages by Vehicle
Scheduled Maintenance Logs	Mobile Data Device Activity
Vehicle Inspection Reports	Operational Suite
Drivers Management Module	Cancellations and No Shows



Demand Response Reporting Suite	
Driver Information Report	Cancellations and No Shows - Verified
Trips Management Module	Fare Collection Report
Trip Information Report	Daily Inactivation Report
Trip Audit Log	NTD S-10
Demand Schedule Management Module	Operating Statistics
Schedule Audit Log	Run Validation
Map View	Schedule Validation
Scheduled Trips Report	Standing Order Percent by Hour
Unscheduled Trips Report	Break Validation
Will Calls Report	Trip Count
Dispatch Module	Productivity Suite
Demand Dispatch Module	Driver Productivity
Dispatch Audit Log	On Time Performance
Dispatch Grid Report	Productivity by Vehicle or Run
Verification Module	Scheduled vs. Actual Productivity
Verified Runs	Trips Productivity
Unverified Runs	Vehicle Productivity by Mileage
Unverified Runs with Trips	Vehicle Productivity by Time
Incident Management (optional)	Invoice and Billing Suite
Complaint Detail Report	Detailed Invoice
Complaints by Customer	Detailed Invoice (Billing Miles)
Accident Detail Report	Detailed Invoice Drill Down
Accidents by Vehicle	Detailed Invoice Drill Down (Billing Miles)
Accidents by Driver	Rider Under Payment
Events Detail Report	Summary Invoice

3.4 Cloud Hosting Services

The proposed solution is hosted on Amazon Web Services who is our only third-party partner for the management of the proposed technology. AWS provides hosting services for our solution on their servers as well as internet connectivity for these servers. By using AWS as our hosting partner, City of Fontana - Senior Transportation Program will be able to take full advantage of the world class security that this brings. Only AWS staff ever have physical access to the servers which host the Routematch applications and data. AWS facilities are monitored by video surveillance and intrusion detection. Please see the AWS compliance page for additional information on their data center and storage facilities. <https://aws.amazon.com/compliance/data-center/controls/>



To protect data, Routematch first secures the network perimeter with a redundant pair of Cisco ASA 5525-x devices leveraging Intrusion Prevention System (IPS) technology. IPS allows us to identify next-generation threats, and Signature Micro Engines (SME) are kept up to date via live feeds from Cisco. The network design uses a standard three-zone configuration: Outside, DMZ, Inside. All servers that communicate with the Internet must be placed in the DMZ, and any server in the DMZ that needs to talk to the protected Inside network must talk through the firewall again, where additional protections are in place. Data in motion is protected using HTTPS with servers capable of TLS 1.2. Data at rest, such as database backups, are encrypted at the time of backup using AES-256. Full database backups are taken weekly, and incremental backups can be configured as frequently as every 15 minutes. Network device configurations are reviewed at regular intervals to ensure that no outdated configurations exist. Ongoing vulnerability scanning is automated using a Nessus tools and the results are reviewed by the security committee, with any critical vulnerabilities being addressed immediately. Routematch ensures the monitoring and management of firewall appliances, firewall upgrades and VPN connectivity to data centers. Routematch installs anti-virus software on managed servers and maintains all anti-virus and anti-spam systems with the latest patches, engines and heuristics. Routematch scans, quarantines, and cleans all in-bound and out-bound files (including email attachments) for viruses.

AWS infrastructure is DDoS-resilient by design and is supported by DDoS mitigation systems (AWS Shield) that can automatically detect and filter excess traffic. Amazon CloudFront only accepts well-formed connections to prevent many common DDoS attacks like SYN floods and UDP reflection attached from reaching your origin. DDoS attacks are geographically isolated close to the source, which prevents the traffic from affecting other locations. Routematch AWS infrastructure is only accessible by Routematch personnel through Bastion Hosts using SSH keys. Brute force attacks can be detected and traffic from the



sole source IP address prevented from accessing the Bastion. The AWS Share Responsibility Model illustrates how VPC and Database intrusion detection is handled by AWS.

At the server level, Routematch uses Active Directory and NTFS permissions to secure server access. Only vetted administrators have access to the environment directly, and passwords are rotated on a quarterly basis, and must meet Complexity requirements. Access is granted based on the rule of least privilege, and any exceptions to this are only granted after review by security committee. Critical server patches are installed as soon as they are available. Patches that are not critical are applied with 30 days, as maintenance permits, after they have been vetted.

The Routematch environment is monitored continuously, using a mix of Application and Performance Monitoring (APM), and infrastructure monitoring. These systems ensure that our administrators are alerted and can act before a warning condition becomes critical, or a server's metrics drift outside of a pre-defined threshold. Most typically, servers are monitored via SNMP, which makes the monitoring environment both robust and very extensible. A team of technicians is available to receive these alerts 24x7x365 and can escalate issues to more senior staff if necessary.

Routematch is fully committed to the success of the pilot program and future partnership. However, should City of Fontana - Senior Transportation Program choose to terminate the contract Routematch will provide assistance in the collection and transfer of historic data to the new environment through exportable files. Routematch and City of Fontana - Senior Transportation Program will work together to come up with a timeline around the termination and when to deactivate the stand along application. Routematch will also provide notifications to the customer base through the custom branded mobile application letting them know the service will be changing. The notification to the customers will provide them with a date for the discontinuation of the service that has been previously agreed upon by both Routematch and City of Fontana - Senior Transportation Program.

For informational purposes, Routematch has provided details on the necessary requirements for a hosted solution.

Network Configuration Requirements	
Internet	High speed Internet access (DSL, Cable, Fiber, T1)
Network	At least a 100Mb/sec network
Bandwidth	>1.5mbps available for each user, with <75ms average latency and <1% packet loss
Protocol	TCP/IP Protocol
Other	Network attached printer



Workstation Requirements	
Operating System	Windows 7, Windows 8 (plus latest service pack) or Windows 10
Processor	Intel or AMD 2.66GHz quad-core (or higher)
Memory	Minimum 2GB, 4GB recommended
Video Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Network Card	At least 100 Mb/sec network card
Standard Monitor	Minimum resolution required is 1024x768
Anti-Virus	We recommend the use of anti-virus software
Browser	Current versions of Internet Explorer, Mozilla Firefox, and Chrome.
Other	UPS Battery Backup and Surge Protection are highly recommended – Sound card and speakers also recommended



4 Installation / Implementation

The ultimate success of any transit system implementation project is highly dependent on how you begin. That's why every Routematch implementation starts with our tested and proven **Routematch Implementation Methodology (RIM)**, a system of best practices and processes that ensures a smooth and successful deployment.

The Professional Services Organization (PSO) has institutionalized a standard proven pragmatic and adaptable implementation methodology that capitalizes on our collective experience with Go Lives at over 500 locations across the USA. This internally developed methodology RIM (Routematch Implementation Methodology), has evolved through the hundreds of installations that we have completed. RIM takes into account the proper staffing to meet the client's timelines and the proper procedures and documentation results in a successful implementation of our systems. RIM fundamentals include teamwork, structured client involvement, discrete, flexible stages with concrete deliverables.

Specifically, RIM adds value to a project by:

- Institutionalizing best practices refined through over 500 client implementations
- Defining guidelines for setting roles and responsibilities of both client and project team
- Providing a road map to assist in scheduling and resource planning,
- Standardizing methods in order to assure accuracy and consistency,
- Implementing a systematic, proactive approach to project management,
- Flexibility to that enables our staff to tailor the stages and focus energy, time, and expertise where they are most needed,
- Increasing visibility to critical path items and key milestones,
- Integrating feedback loops/reviews into the implementation process to drive organizational learning
- Ensuring successful communications with project team

The RIM process is built around the 4 core teams:

- Project Management Office – provides project management and design expertise
- Technical Services – provided engineering and installation expertise
- Educational Services – provide expertise in adult education of complex transit systems
- Installation Services – provide expertise in choice and installation of all hardware

The stages and components of the Routematch Software RIM approach include:

- **Phase 0: Project Initiation** – A structured transition from contract award to project kickoff.
- **Phase 1: Design** – Determines the details required to implement Routematch Software' solutions in the client's environment to meet the client's operations.
- **Phase 2: Build** – Software and hardware install, configuration, and Vendor Assembly Testing; prepares the project teams for operation in the client's environment.



- **Phase 3: Educate** – End to End system overviews ensures knowledge share of the updated operational inputs and outputs including end user training in distinct levels of training through a tailored course structure.
- **Phase 4: Deployment** – User acceptance testing; confirms the solutions ability to execute a production environment in the client's current IT environment. Integrates the system and operations in a production environment for the client. Includes Go Live.
- **Phase 5: System Acceptance** – Happens once the client is fully operational and ready for transition to customer support. Transition to Routematch's Customer Support Organization (CSO)
- **Project Management** – Occurs throughout all phases to ensure project goals, objectives, timeline, and budget are being met and communications are clearly executed.



5 Training

Routematch realizes that proper training is crucial to a successful project. All clients are provided with a custom training plan developed by assessing their specific training needs. This type of instruction is called **Role Based Training**. Routematch's Project Manager and Educational Services Manager are able to develop this custom plan by conducting a thorough training needs assessment, **listening carefully to City of Wasco's requirements and policies**. With open communication, the Routematch Team then draws on their experience and the findings to develop City of Wasco's custom training plan. This Training Plan is then reviewed and agreed upon by all parties before the start of training. Routematch recommends that admin and management staff attend each of the classes as possible, to obtain a better understanding of how the system works as a whole.

Sample Demand Response Training Curriculum

Course	Title	Description	Modules	Duration	Functional Role
RM 100	Introduction to Routematch	Course will provide a very high level and practical overview of your Routematch Solution and its impact to your organization. Course is designed for any and all stakeholders of the transit system including users, managers, board members, advocates, and citizens.	None. Solution Overview	30 Minutes	CSR, Managers, Directors, Schedulers, Dispatchers, Reports and Billing, Drivers
RM 101	Routematch Basics	Course is designed to provide users with a general understanding of the Routematch user interface, common functions, and basic data entry modules. Instructor will provide hands on demonstrations. Attendees will be assigned interactive practice sessions.	Routematch Application Basics, User Interface,	30 Minutes	CSR, Managers, Schedulers, Dispatchers
RM 102	Customers	Course is designed to provide attendees understanding on how to create and manage	Demand Response Customers	2 Hours	CSR, Managers,



		customer information in Demand Response Customers. Also address assignment to customers will be covered.			Schedulers, Dispatchers
RM 103	Addresses	Course provides a foundation to using Routematch. Also, it explains the importance and effects of addresses on the rest of Routematch. Attendees will learn how to create and manage addresses.	Routematch Addresses	1 Hour	CSR, Managers, Schedulers, Dispatchers
RM 104	Vehicles	Course will cover how to create a new vehicle in Routematch Vehicles. Attendees will learn how to setup seating capacity and correct mobility compatibility. Also attendees will learn vehicle management.	Routematch Vehicles	30 Minutes	Managers
RM 105	Drivers	Course will provide an overview on how to store driver information in Demand Response Drivers. Attendees will learn how to save additional characteristics about the driver that will link to Vehicles and Scheduling.	Routematch Vehicles Module	30 Minutes	Managers
DR 201	Trips	Course will cover how to create and modify demand response and standing order trips. Also attendees will learn how to edit trips and efficiently manage trips as different requests come in from the customers. Lastly call takers will learn how to	Demand Response Trips	2 Hours	CSR, Managers, Schedulers



		schedule trips from the Trips module.			
DR 202	Scheduling	Course will cover all basic and intermediate Demand Response Scheduling Concepts including setting up Garages, Runs, and Breaks. Attendees will also learn how to assign Runs, Trips and Drivers to vehicles.	Demand Response Scheduling	1 Hour	Managers, Schedulers
DR 203	Dispatching	Course will provide an introduction to demand response dispatching concepts and features. Topics will include user interface, navigation, vehicle tracking, dispatch options, message center usage, and dispatch views. Instructor will provide hands on demonstrations. Attendees will be assigned interactive practice sessions.	Demand Response Dispatching	2 Hours	Managers, Dispatchers
DR 301	Advanced Scheduling	Course will cover more complex scheduling and routing functions including modifying garages according to vehicle and/or driver availability. Changing breaks and runs during scheduling.	Demand Response Scheduling	1 Hours	Managers, Schedulers
DR 302	Verification	Course will cover how to confirm actual data in Demand Response Verification. This includes adding trips to vehicle after the trip has occurred or making any changes after the date has past.	Demand Response Verification	1 Hour	Managers, Reports and Billing



DR 400	Ad Hoc Reports	Course will cover creating reports unique to operating needs. Attendees will learn how to access and properly utilize the Ad Hoc Wizard and demand response data. Instructor will provide hands on demonstrations. Attendees will be assigned interactive practice sessions.	Routematch Ad Hoc Wizard	1 Hour	Managers, Reports and Billing
DR 402	Reports	Course will cover data analysis and reporting functionality. Attendees will learn how to access and properly utilize our standard reports and demand response data modules. Instructor will provide hands on demonstrations. Attendees will be assigned interactive practice sessions.	Routematch Demand Response Reporting	1 Hour	Managers, Directors, Reports and Billing
DR 403	System Administration	Course is targeted to the system and IT administrators in the organization. Topics will cover Routematch system configuration, advanced troubleshooting, and database management.	Routematch Settings, Demand Response Services	1 Hour	Managers, Directors
MOB 101	Routematch Mobile Application – Driver Training	Course will provide driver training for the Routematch Mobile Application. Course is intended to be hands on train the trainer course.	Routematch Mobile Application	2 Hours	Managers, Dispatchers, Drivers



6 Support & Maintenance

Routematch offers post-implementation support through its Client Services Operation department. This department includes 30 consultants and IT professionals working in the following divisions:

- ✓ **Tier 1:** Tier 1 staff consists of IT and/or Transit professionals with 1 – 2 years prior experience. They are the “front line” contact point for all Customer Support needs. They man our telephone and email case queues and provide training, configuration services, technical assistance, and case processing. Tier 1 staff is responsible for tracking all cases and communicating efforts, resolution plans, and timelines to our customers.
- ✓ **Tier 2:** Tier 2 staff are IT and/or Transit Professionals with at least 3 years of prior experience who have specific skill sets tied to more complex matters such as database management, report writing, scheduling engines, real time arrival, transit operations, and billing. Tier 2 staff receives cases from the Tier 1 team and work with customers to resolve issues. Tier 2 staff also works directly with software developers and our Product Management team to process and handle matters.
- ✓ **Educational Services:** Educational Service staff members are training professionals with at least 3 years’ experience in IT or Transit. These professionals are experts in the use of Routematch and are trained to identify training needs, develop training programs; and to deliver both individual and classroom-based training. The Educational Services division provides training “on demand” for more complex issues and otherwise creates and delivers specific training curriculum as requested and needed as well as routine, general Training Webinars for the general customer population to attend.
- ✓ **Upgrade Services:** Upgrade Services consists of former Implementation Consultants and Tier 2 support staff who are tasked specifically with delivering upgrades to current clients. Their expertise and efforts include version configurations, data and report migrations, training, operations assessments, and hardware configuration. The upgrade services team is also trained in project management so as to insure seamless transitions to new versions.
- ✓ **Transit ITS Consulting:** Routematch has a team of senior Customer Support Representatives and former Implementation Consultants who are tasked with providing on-going, post implementation consulting services. These services include operations assessments; specific and detailed training on complex software functions such as automated scheduling and billing, and reporting, as well as overall complex account management. Their efforts include weekly project status meetings, issue log reporting, and on-site visits when needed. It also includes carrying out our "Routematch-In-the-Field™" program where we travel to certain locations central to our clients and provide face-to-face customer support and consultation.



Accessing Support

Customers are able to report issues by phone, email, or website.

- ✓ **Phone:** We offer toll free phone access which feeds into a call-center staffed from 24/7/365. Two “On-call” staff members are then connected to the phone system after regular business hours and handle all calls from 8:00PM until 6:00AM.
- ✓ **Email:** Customers are also provided with the option to contact Customer Support through a general email address support@Routematch.com. All members of the Customer Support Team receive these emails and are available for support. Tier 1 staff members are primarily responsible for handling these emails and the “on-call” staff are required to ensure the emails are handled in a timely manner.
- ✓ **Website:** Routematch provides a “customers only” web portal which provides Customers with access to the status of their current cases. It also allows them to “log” an issue which is sent to the Tier 1 Customer Support team for processing.

Response Time

Routematch Customer Support Representatives are required to respond to all issues logged within in two (2) hours. The average response time is less than 15 minutes. All cases are “triaged” based upon the urgency of the issue and severe cases are handled immediately. The prioritization and ultimate response time is determined by a Business Process Impact (BPI) assessment performed as the time a case is communicated to the team. All types of cases are responded to using commercially reasonable and dictated response times based upon the severity rating. The team is properly staffed so as to avoid any issue taking more than 2 hours for a response.

Modifications, Upgrades & Enhancements

Routematch maintains its software primarily through Upgrades and Updates. On occasion, we will deliver important or urgent items through “Hot Fixes” or database script releases. Each is implemented by or with the assistance of a qualified Routematch staff member and can be delivered remotely, “on-line”. Each type of release is defined as follows:

- ✓ **Upgrade:** means and refers to major changes or to a new release of the software, including any new major release of the Software. Upgrades to the software are normally indicated by incremental numeric changes as “1” whole units (i.e. release 1.0 to 2.0).
- ✓ **Update:** refers to fixes and minor changes to the software, which are indicated by internal, incremental numeric changes smaller than “1” unit (i.e. release 1.1 to 1.2).
- ✓ **Hotfix:** refers to specific minor changes to a specific aspect of the software which are indicated by incremental letter changes at the end of the version number (i.e. release 1.1a to 1.1b).

Policy for Providing Releases

All Upgrade, Updates, and Hotfixes are provided free of charge as they are made Generally Available.

Documentation Updates

Routematch produces new versions of its training and user manuals with all new versions (Upgrades). All Updates and Hot-fixes are documented in release notes and are provided as supplements to the



manuals. They are made available through the Customer Support portal on the Routematch website and are delivered to individual agencies and users as requested.

Data Ownership

All data managed within the Routematch System is stored indefinitely, allowing for extensive reporting and analysis with the Reporting Module, and all data is owned solely by the agency.

Client Web Portal

My.Routematch.com is a client-only web portal connecting our users and staff, expanding on the Routematch Experience. Features of this portal include:

- ✓ Online Documentation – Tap into Routematch user guides and documentation to get the latest training info on how to use your products.
- ✓ Enhanced Case Management – See all your agency's open cases, create new cases, and provide/get updates to existing cases.
- ✓ Mobile Friendly – Access the site via your smart phone for on-the-go convenience.
- ✓ Quick Tips – Watch how-to videos and read short blurbs from Routematch experts and your peers.
- ✓ Stories – Receive industry updates and the latest happens across your transit community



7 Pricing

Software Licenses			
Product	Quantity	Invoiced	Fees
RM Demand - User Licensing	2 Users	As Activated	\$6,000
RM Demand - Vehicle Licensing	3 Vehicles		\$2,220
RM Mobile - Vehicle Licensing	3 Vehicles		\$3,600
Subtotal			\$11,820
Professional Services			
Product	Hours	Invoiced	Fees
Project Management	80 Hours	As Completed	\$4,576
Initiate	4 Hours		\$229
Design	60 Hours		\$3,432
Build	80 Hours		\$4,576
Educate	32 Hours		\$1,830
Deployment	40 Hours		\$2,288
System Acceptance	4 Hours		\$229
In-Vehicle Hardware Installation (includes travel)	3 Vehicles		\$1,750
Subtotal			\$18,910
Third Party Hardware and Services			
Product	Quantity	Invoiced	Fees
Tablet Bundle: 8" Tablet, Hint Charger, Dock & Mount	3 Each	As Delivered	\$2,085
Sygic - Driver Navigation App	3 Each		\$246
GIS Mapping Data	Unlimited		\$180
Subtotal			\$2,511
Annual Services			
Product	Quantity	Invoiced	Fees
Year 1 - Annual Support & Maintenance	1 Plan	As Determined (Up-front, or annually)	Included
Year 1 - Annual Cloud Services - User Licensing	2 Users		\$2,400
Year 1 - Annual 50MB Cellular Data Plan	3 Plans		\$540
Year 2 - Annual Support & Maintenance	1 Plan		\$4,048
Year 2 - Annual Cloud Services - User Licensing	2 Users		\$2,400
Year 2 - Annual 50MB Cellular Data Plan	3 Plans		\$540
Year 3 - Annual Support & Maintenance	1 Plan		\$4,048
Year 3 - Annual Cloud Services - User Licensing	2 Users		\$2,400
Year 3 - Annual 50MB Cellular Data Plan	3 Plans		\$540
Subtotal			\$16,916
Three (3) Year Total			\$50,157