



AGENDA

Regular City Council Meeting,

Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority

Tuesday, August 2, 2022 – 6:00 pm.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

Pursuant to the Governor's Executive Order N-08-21, the City Council Members and staff may choose to participate in person or by video conference. The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar. The Public may participate via the following options:

1. Attending in person: All attendees are encouraged to wear a face-covering at all times while in the Council Chambers or City Hall. Please maximize spacing by utilizing all seating in the Chambers.
2. Members of the public can view the City Council meetings live on the city's website: <https://www.cityofwasco.org/306/city-council-meeting-videos>,
3. Public comments regarding matters on the agenda may be made in person or via email. If you wish to comment on a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. August 2, 2022. Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to cityclerk@cityofwasco.org no later than 4:00 p.m. August 2, 2022.

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 specific time mentioned above 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 Reyna
- 2) **ROLL CALL:** Mayor Reyna, Mayor Pro Tem Pallares, Council Members: Garcia, Lynch, Martinez
- 3) **FLAG SALUTE:** by Wasco Bengals Cheer
- 4) **INVOCATION:** by Manuel Cantu, Lifehouse Church

5) PRESENTATIONS:

- a. A Recognition for the Wasco Bengals Cheer

6) PUBLIC COMMENTS:

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 have jurisdiction. Speakers are limited to two (2) minutes. A maximum of Thirty (30) minutes will be allowed for any one subject. Please state your name for the record before making your presentation.

BROWN ACT REQUIREMENTS: The Brown Act does not allow action or Discussion on items, not on the agenda (subject to narrow exceptions). This will limit a Councilmember's response to questions and requests made during this comment period.

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 the 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 the removal of a particular item.

- a. Receive and file department payments totaling \$1,499,833.65.
- b. Receive and File the Investment Report for the month ended June 30, 2022.
- c. Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.
- d. Adopt a Resolution Authorizing the City Manager or his designee to execute the amended EV Ready Communities Memorandum of Understanding (MOU) between Kern COG and City of Wasco as funded by the California Energy Commission ARV-20-0101 for Level 3 DC Fast Chargers AND Budget Amendment.
- e. Adopt and Waive the Second Full Reading by title only of An Ordinance of the City of Wasco Amending Title 9 "Public Peace, Morals, and Welfare" of the City of Wasco Municipal Code, Chapter 9, to Establishing Regulations Prohibiting the Unlawful Possession of a Catalytic Converter and Making a Determination of Exemption Under CEQA.
- f. Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in the amount of \$79,221.28 to purchase two Hybrid SUV's for Code Enforcement and Building Department Vehicle Replacement and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

- g. Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase contract with Birmingham Controls, Inc. in the amount of \$72,281.67 to purchase digester gas valve replacements and make a budget amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.
- h. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement, and to Authorize a purchase order for two Level 3 DC Fast Chargers in the amount of \$163,151.01 with Chargepoint Inc.
- i. Authorize the City Manager or his designee to sign the engagement letters of Badawi & Associates for Audit and Accounting Services for the Fiscal Year 2021-22 for an Estimated Cost of \$41,085.
- j. Adopt a Resolution Authorizing the City Manager or his Designee to Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and sign a Purchase order in the amount of \$5,094.67 to purchase landscape equipment from Kern River Power Equipment.
- k. Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement, and Authorize a purchase order of two level 3 DC fast Chargers and two level 2 chargers in the amount of \$186,674.50 with Chargepoint Inc. to be utilized by the Transit Department and Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

10)PUBLIC HEARINGS: None

11)DEFERRED BUSINESS: None

12)NEW BUSINESS:

- a. Adopt A Resolution Authorizing the City Manager or Designee to Appropriate Coronavirus State and Local Fiscal Recovery Funds Under the American Rescue Plan Act of 2021 (ARPA) for the Execution of a Professional Services Agreement with Retail Strategies, LLC. to Provide Business Development Consulting including Retail Recruitment, Downtown/HWY 46 Five Year Strategic Plan, and Retail Academy/Training. (Lara)

13)REPORTS FROM COMMISSIONS AND COMMITTEES:

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

14)REPORTS FROM KC FIRE AND SHERIFF:

- a. Kern County Fire Department (Appleton)
- b. Kern County Sheriff Department (Shinn)

15) REPORTS FROM THE CITY MANAGER:

16) REPORTS FROM THE CITY COUNCIL:

17) CLOSED SESSION:

a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9: claim from Veronica Espinosa

18) CLOSED SESSION ACTION:

19) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on July 29, 2022, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org



Maria O. Martinez, City Clerk

All agenda item supporting documentation is available for public review on 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

Council meeting : Aug 02, 2022

WARRANTS	AMOUNTS
G071322	27,158.02
A071122	12,197.25
A071322	7,001.52
G071122	219,831.44
G072022	65,536.34
A072022	8,877.72
G071822	1,123,623.49
WF063022	35,607.87
Grand Total	1,499,833.65

Verified By:
Finance Director

Isarel
Perez-
Hernandez

Digitally signed by: Isarel
Perez-Hernandez
DN: CN = Isarel Perez-
Hernandez email =
isperez@cityofwasco.org C =
US O = City of Wasco
Date: 2022.07.27 09:46:17 -
08'00'

A	B	C	D	E	F	G
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
1 G071322	ADMINISTRATIVE SOLUTIONS-FRESNC	2208	A1025078	23705	JUL 2022:MONTHLY MEDICAL ADMIN FEES	1,402.50
2 G071322	AMERICAN REFUSE INC	183	242395	23707	JULY-SEPT 2022: 801 8TH ST - RECYCLE CART	21.51
3 G071322	AMERICAN REFUSE INC	183	243139	23707	JULY 2022: 801 8TH ST - 3YD BIN RECYCLE	104.10
4 G071322	AMERICAN REFUSE INC	183	242396	23707	JULY-SEPT 2022: 746 8TH ST - RECYCLE CART	21.51
5 G071322	AMERICAN REFUSE INC	183	243140	23707	JUL 2022:RECYCLING SRVCS @764 E ST	104.10
6 G071322	CALLTOWER, INC	5098	201099312	23711	JUL 2022: PHONE SERVICES	50.16
7 G071322	COUNTRY AUTO & TRUCK, INC.	3008	735590	23712	DAR #60: BRAKE ROTOR, BRAKEPAD, PADSET	548.78
8 G071322	COUNTRY AUTO & TRUCK, INC.	3008	735597	23712	REFRIGERANT FOR ALL CITY VEHICLES	342.06
9 G071322	COUNTRY AUTO & TRUCK, INC.	3008	735605	23712	TOOL #GEN: PLASTIC TRUCK DRAIN	475.21
10 G071322	COUNTRY AUTO & TRUCK, INC.	3008	735624	23712	STREET #76: 3 NEW BATTERIES	525.57
11 G071322	KNIGHT'S PUMPING & PORTABLE SERVICE, INC	1075	0000135200	23717	6/28/22-7/25/22 5401 7TH ST PORTABLE TOILET	74.68
12 G071322	VERIZON CONNECT FLEET USA LLC	5662	321000029115	23721	JUL 2022: 44 GPS VEHICLE SRVCS	767.80
13 G071322	CHARTER COMMUNICATIONS	68	064162402063022	23710	INTERNET SRVCS 06/28/22-07/27/22 FOR COW-CH	226.68
14 G071322	GARDAWORLD	4266	10699136	23714	JUL 2022: ARMORED CAR SRVCS	446.67
15 G071322	BAKER SUPPLIES AND REPAIRS	5704	7526	23709	PROJECT#21011 LAWN MOWER: EXMARK LAZER E-SERIE	11,800.00
16 G071322	ADVANTAGE ANSWERING PLUS	2564	000025-712-511	23706	JUL 2022: ANSWERING SERVICES	420.98
17 G071322	APWA	5020	2022-2023 MEMBERSHIP	23708	7/1/22 TO 6/30/23 MEMBERSHIP RENEWAL FOR PW	1,295.00
18 G071322	COUNTY OF KERN	218	IN0462452	23713	WWTP ANNUAL FEES: BUS PLAN, SATER SERV, SMALL HA	364.00
19 G071322	KERN COUNTY AUDITOR-CONTROLLER COUNTY CLERK	27	FY 2022-2023	23715	FY 22/23 RECOVERY OF LAFCO'S OPERATING COSTS	4,761.00
20 G071322	KERN MACHINERY	4011	101-971121	23716	STREET #107: FAN	15.46
21 G071322	LIEBERT CASSIDY WHITMORE	2269	220780	23718	ERC MEMBERSHIP 07/01/22-06/30/23	1,610.00
22 G071322	M & S SECURITY SERVICES	4445	81596	23719	Q3 2022 ALRM MNTR-CITY HALL	135.00
23 G071322	M & S SECURITY SERVICES	4445	81594	23719	Q3 2022 ALRM MNTR-WWT	330.00
24 G071322	M & S SECURITY SERVICES	4445	81598	23719	Q3 2022 ALRM MNTR-PW	135.00
25 G071322	M & S SECURITY SERVICES	4445	81593	23719	Q3 2022 ALRM MNTR-ANIMAL CONTROL	165.00
26 G071322	M & S SECURITY SERVICES	4445	81597	23719	Q3 2022 ALRM MNTR-FIN & PLAN	135.00
27 G071322	M & S SECURITY SERVICES	4445	81595	23719	Q3 2022 ALRM MNTR-COURT HOUSE	165.00
28 G071322	M & S SECURITY SERVICES	4445	81660	23719	Q3 2022 ALRM MNTR-SHOP MAIN	135.00
29 G071322	M & S SECURITY SERVICES	4445	81659	23719	Q3 2022 ALRM MNTR-SHOP MAIN	135.00
30 G071322	PETERSON AUTO SUPPLY	152	7417-243881	23720	DAR #60: DISC BRAKE	445.25
31 G071322 Total						27,158.02
32 A071122	ADMINISTRATIVE SOLUTIONS-FRESNC	2208	06/28/22	5201	MEDICAL CHECK RUN 06/28/22	12,197.25
33 A071122 Total						12,197.25
34 A071322	ADMINISTRATIVE SOLUTIONS-FRESNC	2208	07/07/22	5202	MEDICAL CHECK RUN 07/07/22	7,001.52
35 A071322 Total						7,001.52
36 G071122	PG & E COMPANY	85	00018110454-9	23700	UB NW NE SE 92724 SOLAR PLANT-ANIMAL CONTROL MAY2	55.72
37 G071122	PG & E COMPANY	85	07511140290 06/29/22	23700	UB COW VEHICLES PARKING 1400 J ST 06/29/22	236.05
38 G071122	PG & E COMPANY	85	35931967851 06/30/22	23700	UB NW NE SE 9 27 24 GEN-ANNEX BUILDING 06/02-06/30/22	195.79
39 G071122	PG & E COMPANY	85	44600014086 06/30/22	23700	UB CENTRAL AVE & HWY 46 NW 06/30/22	99.34
40 G071122	PG & E COMPANY	85	54155040196 06/30/22	23700	UB CENTRAL AVE & HWY 46 NW FLASHING BEACON 6/30/22	13.31
41 G071122	PG & E COMPANY	85	87027247011 06/30/22	23700	UB AGRICULTURE 06/30/22	733.24
42 G071122	PG & E COMPANY	85	28673832979 06/29/22	23700	UB 747 G ST WELL #14 06/29/22	26,960.54
43 G071122	INFO SEND, INC.	4244	215132	23696	ADDITIONAL POSTAGE DEPOSIT ADJUSTED ANNUAL REVIEW	1,276.08
44 G071122	ROBERT HALF	4814	60311071	23701	TEMP E. RAMIREZ 06/27/22-07/01/22	1,515.88
45 G071122	PACE ANALYTICAL SERVICES, INC	5694	B452117	23699	WW SAMPLE TEST: 6/16/22 INFLUENT MONITORING	76.02

A	B	C	D	E	F	G	
WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS	
46	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452166	23699	WTR SAMPLE TEST: 6/14/22 WELL #8,#10,#12 DWPDIST11	45.61
47	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452167	23699	WTR SAMPLE TEST: 6/14/22 BACTERIOLOGICAL DWPDIST11	91.22
48	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452311	23699	WW SAMPLE TEST: 6/23/22 INFLUENT MONITORING	76.02
49	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452451	23699	WTR SAMPLE TEST: 6/28/22 WELL #10 DRINK WTR CLIF	13.03
50	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452512	23699	WTR SAMPLE TEST: 6/21/22 BACTERIOLOGICAL	106.43
51	G071122	PACE ANALYTICAL SERVICES, INC	5694	B452605	23699	WTR SAMPLE TEST: 6/23/22 WELL #11,#8,#7,#12,#14 CI	298.65
52	G071122	SCHROETER, THOMAS F.	2732	JUN 2022	23702	JUN 2022: LEGAL SERVICES	15,023.75
53	G071122	HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC	2651	1893	23695	JUNE BIOSOLID LOADS	2,388.21
54	G071122	GENERAL OFFICE MACHINE COMPANY	1195	19162	23694	COPIER METER READING 6/1-7/01/22	758.25
55	G071122	GENERAL OFFICE MACHINE COMPANY	1195	18878	23694	CARTRIDGE TO SP 5200HA	195.76
56	G071122	BANK UP CORPORATION	4259	5158	23690	JUN 2022: LOCKBOX PROCESSING	652.25
57	G071122	CALIFORNIA SAFETY TRAINING CORPORATION	1711	107644	23691	06/22/22 PESTICIDE HAZARDOUS COMMUNICATION TRNG-PV	935.00
58	G071122	CEN-CAL CONSTRUCTION	3848	2176-03	23692	PROJECT #21015 5/1/22-5/31/22: PEDESTRIAN SAFETY IMPROVEMENT	136,296.94
59	G071122	CITY OF WASCO/PUBLIC TRANSIT	1683	10167	23693	JUN 2022: CNG FUEL - TRANSPORTATION	95.31
60	G071122	CITY OF WASCO/PUBLIC TRANSIT	1683	10168	23693	JUN 2022: CNG FUEL - SANITATION	4,908.23
61	G071122	KERN COUNTY WASTE MANAGEMENT DEPT	19	LANDFILL JUN 2022	23697	JUN 2022: LANDFILL FEES	13,731.52
62	G071122	KERN PLUMBING & BACK FLOW SERVICES INC	173	12207	23698	2022: 1ST & 2ND QTR CROSS CONNECTION PROGRAM	3,000.00
63	G071122	SOUTHERN CALIFORNIA GAS COMPANY	1438	06/01/22-07/01/22	23703	CNG FUEL BILL 06/01/22-07/01/22	6,904.79
64	G071122	WASCO VETERINARY CLINIC	4770	JUN 2022	23704	JUNE 2022: VET SERVICES	3,148.50
65	G071122 Total						219,831.44
66	G072022	CINTAS CORPORATION NO. 3	4480	4125485475	23774	UNIFORM SERVICES 07/15/22	237.04
67	G072022	CINTAS CORPORATION NO. 3	4480	4124145005	23774	UNIFORM SERVICES 07/01/22	266.84
68	G072022	CINTAS CORPORATION NO. 3	4480	4124742544	23774	UNIFORM SERVICES 07/08/22	374.52
69	G072022	FED EX	123	7-820-59845	23780	FREIGHT SERVICES 07/14/22	313.79
70	G072022	AFFINITY TRUCK CENTER	405	F013247453:01	23769	DISPOSAL #21: A/C CONTROL UNIT	461.08
71	G072022	ALEXANDER'S CONTRACT SERVICES, INC.	3828	202207190590	23770	7/14/22 to 7/19/22: WTR METER READING SERVICE	6,381.09
72	G072022	AMAZON CAPITAL SERVICES, INC	4968	1NK3-149H-YMF7	23771	PENCIL HOLDER WITH PENCIL FOR BUILDING	10.80
73	G072022	AMAZON CAPITAL SERVICES, INC	4968	1HTP-6PRJ-94JY	23771	PITOT GAUGE KIT	243.54
74	G072022	ROBERT HALF	4814	60355096	23789	TEMP E. RAMIREZ 07/08/15	1,502.30
75	G072022	ROBERT HALF	4814	60386063	23789	TEMP E. RAMIREZ WE 07/15/22	1,534.34
76	G072022	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM012009	23795	PHYSICAL DOT 07/13/22	90.00
77	G072022	CITY OF WASCO-UB PAYMENTS	1875	676542	23775	UB 810 8TH ST 07/01/22-07/31/22	15.80
78	G072022	CITY OF WASCO-UB PAYMENTS	1875	676580	23775	UB 764 E ST 07/01/22-07/31/22	182.21
79	G072022	COUNTRY AUTO & TRUCK, INC.	3008	735805	23776	WATER WELL #12: 2 NEW BATTERIES	526.07
80	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453007	23786	WTR SAMPLE TEST: 7/5/22 BACTERIOLOGICAL	106.43
81	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453213	23786	WTR SAMPLE TEST: 7/5/22 WELL #10 DRINK WTR CLIF	10.86
82	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453094	23786	WTR SAMPLE TEST: 7/7/22 BACTERIOLOGICAL	121.63
83	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453163	23786	WTR SAMPLE TEST: 7/6/22 WELL #10 DRINK WTR CLIF	21.72
84	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453361	23786	WTR SAMPLE TEST: 7/8/22 WELL #10 DRINK WTR CLIF	10.86
85	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453640	23786	WW SAMPLE TEST: 7/12/22 COMPOSITE INFLUENT	76.02
86	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453699	23786	WTR SAMPLE TEST: 7/12/22 BACTERIOLOGICAL	91.22
87	G072022	PACE ANALYTICAL SERVICES, INC	5694	B453730	23786	WTR SAMPLE TEST: 7/11/22 WELL #10 DRINK WTR	21.72
88	G072022	SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT	1198	S164831	23791	SE CORNER OF IRIS & GRIFFITH: 22/23 ANNUAL PTC	290.00
89	G072022	CHARTER COMMUNICATIONS	68	077261401071022	23773	INTERNET SRVCS 07/09/22-08/08/22 FOR SHERIFF SUE	162.96
90	G072022	DIAMOND TECHNOLOGIES, INC	2724	31526	23779	2 Year wild card certificate ci.wasco.ca.us	1,216.39
91	G072022	READYREFRESH BY NESTLE	4027	22G0018613430	23788	6/15/22 TO 7/15/22: 5410 7TH ST WTR DRINK SERVICE	134.81
92	G072022	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2557	23792	MULTIPLE EMPLOYMENT OPPORTUNITIES	96.00
93	G072022	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2536	23792	PRJ#22012 HISTORIC DWNTWN BUS DIST:LANDSCAPE & ENGINEERING	144.00
94	G072022	COUNTY OF KERN	218	IN0462067	23777	801 8TH ST: ANNUAL FEES BUS PLAN, HAZ WASTE GEN	364.00
95	G072022	COUNTY OF KERN	218	IN0468011	23777	WELL #12: ANNUAL FEES BUS PLAN	184.00
96	G072022	COUNTY OF KERN	218	IN0468012	23777	WELL #5: ANNUAL FEES BUS PLAN	184.00
97	G072022	COUNTY OF KERN	218	IN0468013	23777	WELL #11: ANNUAL FEES BUS PLAN	184.00
98	G072022	COUNTY OF KERN	218	IN0468014	23777	WELL #12: ANNUAL FEES BUS PLAN	184.00
99	G072022	COUNTY OF KERN	218	IN0468015	23777	WELL #8: ANNUAL FEES BUS PLAN	184.00
100	G072022	COUNTY OF KERN	218	IN0468016	23777	WELL #7: ANNUAL FEES BUS PLAN	184.00
101	G072022	COUNTY OF KERN	218	IN0468017	23777	WELL #10: ANNUAL FEES BUS PLAN	184.00
102	G072022	COUNTY OF KERN	218	IN0464066	23777	GREEN WASTE SITE: ANNUAL FEES LIMITED VOL TRANSFER	5,135.00
103	G072022	ACME ROTARY BROOM SERVICE	1291	1978 2022	23768	1 MAIN BROOM, 5 SETS BUTTER BROOM FOR SWEEPERS	1,480.19
104	G072022	BADAWI & ASSOCIATES	5675	1251	23772	FY 2022 AUDIT PROGRESS BILLING #1	18,488.25
105	G072022	CUMMINS INC	376	Y8-24140	23778	WELL #12 REPAIRS	1,334.36
106	G072022	KAISER FOUNDATION HEALTH PLAN INC	4757	199631901194	23781	AUG 2022: INS. PREMIUM	278.03
107	G072022	KWUN FUNG CHENG	5780	17257 - 0150150751	23782	RFND CREDIT CLOSED ACCT 15075 CENTRAL VALLEY	63.83
108	G072022	KWUN FUNG CHENG	5780	17257-0150150751	23782	RFND CREDIT CLOSED ACCT	63.83
109	G072022	KWUN FUNG CHENG	5780	17257- 0150150751	23782	RFND CREDIT CLOSED ACCT	31.91
110	G072022	KWUN FUNG CHENG	5780	17257-0150150750	23782	RFND CREDIT CLOSED ACCT	362.95
111	G072022	LAIRD TUCKER	5783	2513-0335009410	23783	RFND CREDIT CLOSED ACCT	23.30
112	G072022	LAV CONSULTING & ENGINEERING, INC	5693	990-06	23784	PROJECT#22013-2 CENTRAL AVE PARK URBAN GREEN GRANT	12,280.00

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
113	G072022	MARIA VEGA	5782	1251-0410013080	23785	RFND CREDIT CLOSED ACCT	92.22
114	G072022	MARIA VEGA	5782	1251-0410013080.	23785	RFND CREDIT CLOSED ACCT	80.50
115	G072022	PAULA SANCHEZ	5781	13327-0230018760	23787	RFND CREDIT CLOSED ACCT	121.38
116	G072022	RUPERTO & LETICIA LARA	5784	1251-0410013080	23790	RFND CREDIT CLOSED ACCT	133.66
117	G072022	RUPERTO & LETICIA LARA	5784	1251-0410013080.	23790	RFND CREDIT CLOSED ACCT	155.70
118	G072022	TLC ANIMAL REMOVAL SERVICES	5195	0001499	23793	JULY 2022: 2 CHEST FREEZER DISPOSAL PICK UP	800.00
119	G072022	TYLER TECHNOLOGIES, INC	1064	045-383535	23794	08/13/22-08/12/22 SYSTEM MANAGEMENT SRVCS SUPPORT	8,315.19
120	G072022 Total						65,536.34
121	A072022	ADMINISTRATIVE SOLUTIONS-FRESNC	2208	07/12/22	5203	MEDICAL CHECK RUN 07/12/22	1,701.62
122	A072022	METROPOLITAN LIFE INSURANCE COMPANY	4932	TS05954057 AUG 22	5204	AUG 22: INS. PREMIUM	7,176.10
123	A072022 Total						8,877.72
124	G071822	CINTAS CORPORATION NO. 3	4480	4122775231	23729	UNIFORM SERVICES 06/17/22	277.51
125	G071822	FED EX	123	7-805-58189	23739	FREIGHT SERVICES 06/30/22	76.89
126	G071822	PG & E COMPANY	85	02579048568 06/30/22	23752	UB 2692 GRAPEVINE LN 06/10/22-07/11/22	13.20
127	G071822	PG & E COMPANY	85	21147131763 06/30/22	23752	UB STREET LIGHT TRACT 7311-4 ON FILLBURN 06/30/22	22.49
128	G071822	PG & E COMPANY	85	29915249253 6/30/22	23752	UB 810 8TH ST COURTHOUSE 06/30/22	156.82
129	G071822	PG & E COMPANY	85	27677027560 06/30/22	23752	UB 603 PALM AVE 06/30/22	10.84
130	G071822	PG & E COMPANY	85	20533184923 06/30/22	23752	UB SW SE SE 11 27 24 N/S POSO .25M W/O PALM 06/10,	18,510.74
131	G071822	PG & E COMPANY	85	34334121893 06/30/22	23752	UB 25' N/O FILBURN ON BECKES 06/30/22	11.02
132	G071822	PG & E COMPANY	85	83658717562 06/30/20	23752	UB ANNEX PARKING LIGHT 06/14/22	12.16
133	G071822	PG & E COMPANY	85	87027247011 6/30/22.	23752	UB ANNEX PARKING LIGHT 06/30/2022	422.73
134	G071822	PG & E COMPANY	85	58161952393 06/30/22	23752	UB MCCOMBS & GRIFFITH SE COR WATER WELL#12 6/9-7/10	6,467.39
135	G071822	PG & E COMPANY	85	07051823859 06/30/22	23752	UB 501 F ST 06/30/22	1,009.77
136	G071822	QUADIENT FINANCE USA,INC	1844	5408 JUN 22	23754	JUN 2022: POSTAGE	601.00
137	G071822	BHT ENGINEERING, INC	5134	22-315	23727	GENERAL ENGINEERING: 6/1/22 TO 6/30/22	1,310.00
138	G071822	BHT ENGINEERING, INC	5134	22-318	23727	2022 LLMD, CFD & PSDS: 6/1/22 TO 6/30/22	19,790.00
139	G071822	BHT ENGINEERING, INC	5134	22-319	23727	QAP UPDATE: 6/1/22 TP 6/30/22	545.00
140	G071822	BHT ENGINEERING, INC	5134	22-320	23727	GROCERY OUTLET PLAN CHECK: 6/1/22 TO 6/30/22	2,345.00
141	G071822	BHT ENGINEERING, INC	5134	22-322	23727	N. POPLAR APARTMENTS: 6/1/22 TO 6/30/22	2,045.00
142	G071822	BHT ENGINEERING, INC	5134	22-316	23727	PRJ#21014 CMAQ PALM AVE: 6/1/22 TO 6/30/22	5,113.30
143	G071822	BHT ENGINEERING, INC	5134	22-317	23727	PRJ#21013 RSTP PALM AVE: 6/1/22 TO 6/30/22	10,962.50
144	G071822	INFO SEND, INC.	4244	215870	23743	STATEMENTS & RETENTIONS DATA PROCESSING/PRINT/MAIL PREP SERVICE	2,965.70
145	G071822	PHOENIX GROUP INFORMATION SYSTEMS	4913	062022239	23753	JUN 2022: CITATIONS FEES & SRVCS	342.57
146	G071822	SWAGIT PRODUCTIONS, INC	5178	20832	23761	JUN 2022: VIDEO STREAMING SERVICES	1,435.00
147	G071822	THE GAS COMPANY	246	08331820137 JUNE 22	23764	06/10/22-07/12/22 COURTHOUSE 757 F ST	24.22
148	G071822	THE GAS COMPANY	246	08961820373 JUN 2022	23764	06/10/22-07/12/22 CITY YARD 845 F ST	15.78
149	G071822	THE GAS COMPANY	246	08121820008 JUN 2022	23764	06/10/22-07/12/22 SHERIFF'S 748 F ST	2.11
150	G071822	UNIVERSAL URGENT CARE & OCCUPATIONAL MEDICINE INC	5268	EM011892	23765	PHYSICAL POST-OFFER 06/28/22	45.00
151	G071822	CITY OF WASCO-UB PAYMENTS	1875	674737	23731	UB 810 8TH ST 05/15/22-06/15/22	56.44
152	G071822	CITY OF WASCO-UB PAYMENTS	1875	674739	23731	UB 801 8TH ST 05/15/22-06/15/22	91.52
153	G071822	CITY OF WASCO-UB PAYMENTS	1875	674777	23731	UB 1445 12TH STREET (SAL) 05/15/22-06/15/22	46.32
154	G071822	CITY OF WASCO-UB PAYMENTS	1875	675089	23731	UB 800 BLK CENTRAL 05/15/22-06/15/22	91.52
155	G071822	CITY OF WASCO-UB PAYMENTS	1875	675092	23731	UB 1100 CENTRAL AVE LLMD 05/15/22-06/15/22	91.52
156	G071822	CITY OF WASCO-UB PAYMENTS	1875	675094	23730	UB 1500 BLK OF CENTRAL 05/15/22-06/15/22	314.78
157	G071822	CITY OF WASCO-UB PAYMENTS	1875	675228	23730	UB 764 E STREET (ANNEX) 05/15/22-06/15/22	121.56
158	G071822	CITY OF WASCO-UB PAYMENTS	1875	675294	23730	UB 847 F STREET (PW SHOP) 05/15/22-06/15/22	121.56
159	G071822	CITY OF WASCO-UB PAYMENTS	1875	675334	23730	UB 1300 BLK FILBURN 05/15/22-06/15/22	440.12
160	G071822	CITY OF WASCO-UB PAYMENTS	1875	675715	23730	UB NW MAPLE/MARGALO LLMD 2006-1 05/15/22-06/15/22	91.52
161	G071822	CITY OF WASCO-UB PAYMENTS	1875	675716	23730	UB MAPLE/GROMER LLMD 2006-1 05/15/22-06/15/22	970.87
162	G071822	CITY OF WASCO-UB PAYMENTS	1875	675759	23730	UB 2700 BLK MONDAVI CT 05/15/22-06/15/22	91.52
163	G071822	CITY OF WASCO-UB PAYMENTS	1875	675823	23730	UB 1500 BLOCK OF PALM 05/15/22-06/15/22	91.52
164	G071822	CITY OF WASCO-UB PAYMENTS	1875	675831	23730	UB 2100 BLK PALM 05/15/22-06/15/22	91.52
165	G071822	CITY OF WASCO-UB PAYMENTS	1875	675833	23730	UB 400 N BLOCK OF PALM LLMD 2006-1 05/15/22-06/15/22	91.52
166	G071822	CITY OF WASCO-UB PAYMENTS	1875	675835	23730	UB 1700 BLK OF PALM #A 05/15/22-06/15/22	116.10
167	G071822	CITY OF WASCO-UB PAYMENTS	1875	675860	23730	UB 1200 BLK PECAN ST 05/15/22-06/15/22	91.52
168	G071822	CITY OF WASCO-UB PAYMENTS	1875	675863	23730	UB PENELOPE LLMD 2006-1 05/15/22-06/15/22	91.52
169	G071822	CITY OF WASCO-UB PAYMENTS	1875	675931	23730	UB 1700 BLK POPLAR 05/15/22-06/15/22	91.52
170	G071822	CITY OF WASCO-UB PAYMENTS	1875	675932	23730	UB 1700 BLK POPLAR #A 05/15/22-06/15/22	91.52
171	G071822	CITY OF WASCO-UB PAYMENTS	1875	675988	23730	UB 2500 BLK OF POSO DR. LLMD6- 05/15/22-06/15/22	91.52
172	G071822	CITY OF WASCO-UB PAYMENTS	1875	675992	23730	UB 2700 BLK OF POSO AVE LLMD06-01 05/15/22-06/15/22	91.52
173	G071822	CITY OF WASCO-UB PAYMENTS	1875	676023	23730	UB PALM N. PROSPERITY 2006-1 05/15/22-06/15/22	98.77
174	G071822	CITY OF WASCO-UB PAYMENTS	1875	676158	23730	UB 1700 BLK OF MARGALO 05/15/22-06/15/22	91.52
175	G071822	CITY OF WASCO-UB PAYMENTS	1875	676356	23730	UB 1300 BLK OF WILLOW 05/15/22-06/15/22	91.52
176	G071822	COUNTRY AUTO & TRUCK, INC.	3008	735075	23733	DAR #63: IGNITION COIL AND OIL FILTER	404.31
177	G071822	JEFFRIES BROS., INC	140	109907CT	23745	JUN 2022: FUEL SERVICES	19,526.66
178	G071822	PACE ANALYTICAL SERVICES, INC	5694	8452636	23751	WW SAMPLE TEST: 6/21/22 INFLUENT MONITORING	166.16
179	G071822	PACE ANALYTICAL SERVICES, INC	5694	8452692	23751	WTR SAMPLE TEST: 6/20/22 WELL #10 DRINK WTR CLIF	26.06

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
180	G071822	PACE ANALYTICAL SERVICES, INC	5694	B452711	23751	WW SAMPLE TEST: 6/28/22 INFLUENT MONITORING	76.02
181	G071822	PACE ANALYTICAL SERVICES, INC	5694	B452785	23751	WTR SAMPLE TEST: 6/28/22 BACTERIOLOGICAL DWPDIST1	91.22
182	G071822	PACE ANALYTICAL SERVICES, INC	5694	B452943	23751	WW SAMPLE TEST: 6/30/22 INFLUENT MONITORING	76.02
183	G071822	PACE ANALYTICAL SERVICES, INC	5694	B453043	23751	WTR SAMPLE TEST: 6/30/22 WELL #10 DRINK WTR CLIF	10.86
184	G071822	PACE ANALYTICAL SERVICES, INC	5694	B453070	23751	WTR SAMPLE TEST: 6/28/22 DRINK WTR CLIF	59.73
185	G071822	PACE ANALYTICAL SERVICES, INC	5694	B453794	23751	WTR SAMPLE TEST: 6/9/22 WELL #14 DRINK WTR CLIF	448.52
186	G071822	SANDOVAL INDUSTRIES LLC	1180	3515	23757	MATERIAL #GEN: NITROGEN TANK BOTTLE RENT	16.24
187	G071822	T-MOBILE	4899	964042089 JUN 22	23762	CELL PHONES 05/21/22-06/20/22	687.08
188	G071822	VERIZON WIRELESS SERVICE LLC	4237	9909712446	23766	CELL PHONES & IPADS 05/26/22-06/25/22	1,334.71
189	G071822	DEE JASPAR AND ASSOCIATES, INC	378	22-06053	23735	TASK ORDER #6: PUMP & WATER SYSTEM EVALUATION	159.00
190	G071822	DEE JASPAR AND ASSOCIATES, INC	378	22-06054	23735	UWMP UPDATE	1,206.58
191	G071822	DEE JASPAR AND ASSOCIATES, INC	378	22-06055	23735	PRJ#21027 WELL #15 PROJECT	79.58
192	G071822	DIAMOND TECHNOLOGIES, INC	2724	31369MS	23738	Monthly Jun 22 Agreement Annual Term for Microsofi	334.00
193	G071822	DIAMOND TECHNOLOGIES, INC	2724	31370SC	23738	Monthly Jun 22 Agreement SecureCentric	3,035.33
194	G071822	DIAMOND TECHNOLOGIES, INC	2724	31471	23738	Neomi-Mitel Issue	1,282.50
195	G071822	DIAMOND TECHNOLOGIES, INC	2724	31472	23738	Neomi- Review Permissions for user Diegc	807.50
196	G071822	DIAMOND TECHNOLOGIES, INC	2724	31473	23738	Neomi- Freshwater Scada	285.00
197	G071822	DIAMOND TECHNOLOGIES, INC	2724	31474	23738	Scott Hurlbert- Physical Server: COW-SC-01. Ci.Wascc	522.50
198	G071822	DIAMOND TECHNOLOGIES, INC	2724	31476	23738	Neomi- Updating Munis to New Domain	142.50
199	G071822	DIAMOND TECHNOLOGIES, INC	2724	31477	23738	Neomi- COW-LF-01 Showing Offline	255.00
200	G071822	DIAMOND TECHNOLOGIES, INC	2724	31478	23738	Neomi- Systems Engineer	321.25
201	G071822	DIAMOND TECHNOLOGIES, INC	2724	31479	23738	Neomi- Mitel Issues at Animal Shelter	595.00
202	G071822	DIAMOND TECHNOLOGIES, INC	2724	31480	23738	Neomi- Certificate Exp 6/23	570.00
203	G071822	DIAMOND TECHNOLOGIES, INC	2724	31481	23738	Scott- Fix Ad Sync	878.75
204	G071822	DIAMOND TECHNOLOGIES, INC	2724	31482	23738	Scott- Browser Extension Detected	95.00
205	G071822	DIAMOND TECHNOLOGIES, INC	2724	31483	23738	Scott- Browser Extension Detected	95.00
206	G071822	DIAMOND TECHNOLOGIES, INC	2724	31484	23738	Scott- COW Qnap is Full	181.25
207	G071822	TRADICIONES MARKETS, INC	5259	507 JUN 22	23740	JUN 2022: 507 UB PAYMENTS TRANSACTION	91.26
208	G071822	GARDAWORLD	4266	20532998	23741	JUN 2022: EXCESS SERVICES	94.44
209	G071822	INFOMART, INC.	4345	946996	23744	BACKGROUND CHECK 06/28/22	110.85
210	G071822	LECHOWICZ & TSEUNG MUNICIPAL CONSULTANT	5698	7	23750	06/01/22-06/30/22 WTR/WWT CAPACITY FEE RATE STUDY	2,880.87
211	G071822	STINSON STATIONERS INC	160	177358-0	23760	16 CASES OF PRINTER PAPER FOR MULTIPLE DEPT	813.87
212	G071822	TAG/AMS, INC	298	2813268	23763	URINE DRUG TEST 06/28/22	85.00
213	G071822	DEPARTMENT OF JUSTICE	1668	592037	23737	JUN 2022: FINGERPRINT SERVICES	32.00
214	G071822	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2527	23758	CUP-2202 GROCERY OUTLE ABC TYPE 20 LICENSING	78.00
215	G071822	THE SHAFTER PRESS/ WASCO TRIBUNE	4787	2531	23758	CUP-2201 ALLOW MULTIFAMILY LAND USE LOT ZONED C-B-E	78.00
216	G071822	BADAWI & ASSOCIATES	5675	1197	23726	2021 AUDIT FINAL BILLING	3,990.00
217	G071822	CALIFORNIA BUILDING STANDARDS COMMISSION	2575	GREEN FEES APR-JUN22	23728	APR-JUN 2022: GREEN FEES	395.10
218	G071822	COLEMAN FROST LLP	4860	13884	23732	MAY 2022: LEGAL SERVICES	2,184.00
219	G071822	CUMMINS INC	376	Y8-23858	23734	CENTRAL/MARGALO UNIT LABOR REPAIRS	5,332.06
220	G071822	CUMMINS INC	376	Y8-24244	23734	CREDIT PARTS FROM INV:Y8-23858	(4,073.84)
221	G071822	CUMMINS INC	376	Y8-21790	23734	DISPOSAL #13: THERMOSTAT	94.99
222	G071822	CUMMINS INC	376	07-32629	23734	INSITE PRO SEE CREDIT 07-43055	770.00
223	G071822	CUMMINS INC	376	07-43055	23734	CREDIT FROM INVOICE 07-32629	(770.00)
224	G071822	DEPARTMENT OF CONSERVATION	273	SMI FEES APR-JUN 22	23736	APR-JUN 2022: SMI FEES	1,416.76
225	G071822	INNOVATIVE ENGINEERING SYSTEMS, INC	4907	41713	23742	WASCO FRESH WATER 6/28/22	323.44
226	G071822	JOHN KULAR CONSULTING	3734	1201	23746	PURCHASE SEWER CAD SUBSCRIPTION	2,998.40
227	G071822	KERN COUNTY SHERIFF'S OFFICE	220	8873	23747	Q4 4FY 21/22 LAW ENFORCEMENT	920,963.62
228	G071822	KERN COUNTY SUP. OF SCHOOLS	25	JUN 2022	23748	JUN 2022: SCHOOL FEES	46,564.70
229	G071822	LeBeau THELEN LLP	3218	1985.013 JUN 2022	23749	JUN 2022: LEGAL SERVICES	1,210.00
230	G071822	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	235873	23755	JAN 2022: LEGAL SERVICES	105.81
231	G071822	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	236363	23755	FEB 2022: LEGAL SERVICES	150.00
232	G071822	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	236842	23755	MAR 2022: LEGAL SERVICES	1,927.24
233	G071822	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	237070	23755	APR 2022: LEGAL SERVICES	225.00
234	G071822	RICHARDS, WATSON, GERSHON A PROFESSIONAL CORP	3343	237722	23755	MAY 2022: LEGAL SERVICES	875.00
235	G071822	ROUTEMATCH SOFTWARE	5660	7411	23756	PROJECT MANAGEMENT, EDUCATE, DEPLOY-PROFESSIONAL SERVICE	11,220.00
236	G071822	ROUTEMATCH SOFTWARE	5660	7413	23756	HOSTING ANNUAL FEES, VERIZON DATA PLAN, MOBILE DEVICE MANAGEMENT 06/01/22-05/31/2	3,276.00
237	G071822	SILVER & WRIGHT LLP	4804	29858	23759	JUN 2022: NUISANCE ABATEMENT	990.76
238	G071822	WILLIAM C. STATLER	5136	6	23767	MAY 2022: COMPENSATION AND EXPENSE SUMMARY	3,568.13
239	G071822	WILLIAM C. STATLER	5136	6.	23767	JUN 2022: COMPENSATION AND EXPENSE SUMMARY	3,568.12
240	G071822 Total						1,123,623.49
241	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022WC	5205	GIFT CARDS COVID-19, OFC SUPPLIES, TRAINING, POSTAGE	4,974.52
242	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022FIN	5205	SPD PRINTING, BACKUP BATTERIES-CH & WATER DEPT	1,507.93
243	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022FL	5205	PARTS, REPAIRS, REPLACEMENT BELTS, PAINTS	1,402.49
244	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022GS	5205	PRJ#22014, PARTS, TOOLS, TRAINING	1,636.49
245	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022HK	5205	TRAINING, MAINTENANCE SUPPLIES, PARTS, REPAIRS	716.50
246	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022HC	5205	PARTS, REPAIRS, MAINTENANCE FOR SHOP	3,265.86

	A	B	C	D	E	F	G
	WARRANT	VENDOR NAME	VENDOR No.	INVOICE No.	CHECK No.	DESCRIPTION	AMOUNTS
247	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022HS	5205	CONFERENCE,GIFT CARDS COVID-19 VACCINATION\$	7,002.95
248	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022LF	5205	CAT VACCINES & HOSE & NOZZLE	262.60
249	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022LM	5205	POLO SHIRTS FOR CITY COUNCIL & CITY HALL MEMBER\$	184.03
250	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022MV	5205	Publication for notice to subcontractors for 16th	1,440.00
251	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022MM	5205	GIFT CARDS COVID-19 VACCINATIONS,FINANCE BUDGET MTNG-LUNCH	1,142.23
252	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022MS	5205	PARTS,SUPPLIES & MAINTENANCE FOR SANITATION	203.78
253	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022MC	5205	PARTS,REPAIRS,REPLACEMENT FOR WATER DEP1	867.95
254	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022PJ	5205	Registration fees for League of California Cities	600.00
255	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022PLAN	5205	TRAINING,OFFICE SUPPLIES,BIKE REDIO EVENT SUPPLIE\$	2,902.33
256	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022RG	5205	Registration fees for League of California Cities	600.00
257	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022SC	5205	PARTS,SUPPLIES AND KEY FOR STREET	254.76
258	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022VN	5205	GIFT CARDS FOR VACCINATIONS,OF\$ SUPPLIES,POSTAGE\$	2,295.87
259	WF063022	WELLS FARGO CREDIT CARD	4426	WF063022VL	5205	GIFT CARDS FOR VACCINATIONS,PARTS & SUPPLIES-PW	4,347.58
260	WF063022 Total						35,607.87
261						GRAND TOTAL	1,499,833.65



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 2, 2022

SUBJECT: Receive and File the Investment Report for the month ended June 30, 2022.

Recommendation:

Staff recommends the City Council receive and file the Investment Report for the month ended June 30, 2022.

Background:

This report is prepared and presented to the City Manager and City Council pursuant to the City's Investment Policy requirements and the California Government Code. The City's investment policy requires the Treasurer or Chief Fiscal Officer to render monthly investment reports to the City Manager and the City Council and requires certain information about the City's investments to be presented in the report and that the report contains statements that:

- 1) The City is in compliance with its investment policy; and
- 2) The City is able to meet its expenditure requirements for the following six (6) months or provide an explanation of why sufficient funds will or may not be available.

The City's investment strategy continues to prioritize its investment opportunities on the following; in order of importance:

- 1) Safety;
- 2) Liquidity; and
- 3) Yield

This strategy is consistent with the Government Code and stresses keeping the citizens' funds safe and available for operations rather than attempting to maximize returns by making riskier investments.

The Finance Department has prepared the Investment Report for the month ended June 30, 2022. This report meets the latest requirements of the City's Investment Policy as presented to the City Council on June 16, 2020, as well as Government Code Section 53646.

Discussion:

The market value of the City's total cash and Investments on June 30, 2022, was \$54,384,491 compared to \$55,397,950 on May 31, 2022. This is a \$1,013,459 decrease from the previous month (\$962,910 decrease increase on the cost basis).

The decrease is primarily driven by several factors, but the most notable expense was the acquisition of two properties in June. The City Manager presented a Staff Report on 07/19/2022 illustrating the cost breakdown of these properties.

As of June 30, 2022, the City has \$40.4 million (74.32%) of its Cash and Investment Portfolio held in the State of California Local Agency Investment Fund ("LAIF"), which earned 0.32 % during the quarter (ended March 31, 2022). This earnings rate exceeded the short-term benchmark. Other cash pools held a combined \$6.9 million (12.77%) of the City's Cash and Investment Portfolio. The City also has \$1.5 million (2.82 % of its Portfolio) held by UnionBanc Investment Services ("UBIS") and invested, pursuant to City instructions, in Certificates of Deposit and Governmental Securities with a Money Market account being used to maximize returns on otherwise idle cash.

The metrics used in the attached report are based on Securities issued by the United States Government. The short-term benchmark of 1.54 % is the average earned by a 3-month Treasury Bill during the month ended June 30, 2022, and the long and medium-term benchmark of 3.08 % is the average earnings of 2-year and 3-year treasury notes during that time frame. Lastly, the one-year U.S Treasury benchmark for the month ended June 30, 2022, was .48%.

All the information presented in this report is consistent with the disclosures included in the City's Audited Financial Statements previously presented to the City Council.

Fiscal Impact:

There is no fiscal impact to this action.

Attachments:

1. Investment Report for the month ended June 30, 2022



Investment Report
Thursday, June 30, 2022

	Average Earnings Rate this Month	Metrics (3)	Cost	Market Value(1)	Days	% of Portfolio	WAM (2)
Investments							
Local Agency Investment Fund (LAIF) - Beginning	Available Quarterly	1.54%	40,218,942	40,416,529			
Local Agency Investment Fund (LAIF) - Deposit Wells Fargo			-	-			
Local Agency Investment Fund (LAIF) - Total			40,218,942	40,416,529	7	74.32 %	0.01
<u>Other Cash Pools:</u>							
CSJVRMA Investment Pool	1.19%	1.54%	2,281,181	2,182,913	7	4.01 %	0.00
Cal Trust Short Term Money Market Fund	1.01%	1.54%	1,595,079	1,590,766	1	2.93 %	0.02
Cal Trust Medium Term Money Market Fund	1.13%	3.08%	3,241,695	3,170,681	3	5.83 %	0.00
<u>Investments held in trust by UnionBanc Investment Services, Inc. (see Details on next page)</u>							
Certificates of Deposit	2.93%	3.08%	1,250,000	1,253,645	99	2.31 %	0.02
Money Market Funds (June 30, 2022)	0.01%	1.54%	280,943	280,943	1	0.52 %	0.00
Investments current month (June 30, 2022)			48,867,840	48,895,478			0.02
Investments previous month (May 31, 2022)			48,852,127	48,930,314			
Net Investment Increase(Decrease) (June 30, 2022)			15,713	(34,836)			
Cash on Hand (June 30, 2022)			5,489,013	5,489,013	1	11.23 %	0.00
Cash on Hand previous month (May 31, 2022)			6,467,636	6,467,636	1		-
Total Deposits and Cash on Hand - Increase(Decrease)			(978,623)	(978,623)			
Total Cash and Investments (June 30, 2022)			54,356,853	54,384,491			
Total Cash and Investments previous month (May 31, 2022)			55,319,764	55,397,950			

(i) The City's Portfolio of Investments comply with the City's Investment Policy.

(ii) According to Government Code Section 53646(b)(3) this report shall include a statement denoting the City's ability to meet its expenditure requirement for the next six months. The City has sufficient available funds on hand to meet its estimated expenditures for the next six months but is also relying on cash inflows to supplement its available funds.

(1) Sources: State of CA PMIA, National Financial Services, LLC and published Sources

(2) Weighted Average Maturity

(3) Metrics from public sources

- Long and Medium Term Portfolio: Average US Treasury Note 2 and 3 year rate
- Short Term Portfolio: 13 Week Treasury Bill Rate
- One-year U.S Treasury Benchmark .48%

(*) August include true-up adjustments from previous periods.

Certificates of Deposit and Government Securities Held in trust by Unionbanc Investment Services
June 30, 2022

Investment	Tranche if applicable	CUSIP	Rate	Maturity	Cost	Market Value ⁽¹⁾	Days	% of Portfolio	WAM ⁽²⁾
INSBANK NASHVILLE TENN		45776NCU8	3.050 %	9/21/2022	250,000	250,700.00	83	0.46 %	0.00
AMERICAN EXPRESS CENTRN		02587D2Q0	2.500 %	10/5/2022	250,000	250,410.00	97	0.46 %	0.00
AMERICAN EXP FED SVGS BK		02587CHK9	2.500 %	12/12/2022	250,000	250,517.50	165	0.46 %	0.00
COMENTITY CAP BK UTAH		20033AF43	3.300 %	9/14/2023	250,000	251,017.50	441	0.46 %	0.01
CITIBANK NATIONAL ASSOCIATION		17312QT33	3.300 %	9/21/2023	250,000	251,000.00	448	0.46 %	0.01
TOTAL CERTIFICATES OF DEPOSIT					1,250,000	1,253,645.00	99	2.31 %	0.02
MONEY MARKET FUNDS									
FIDELITY TREASURY MMKT CAPITAL RESERVES		FSRXX	0.010 %	7/1/2022	280,943	280,943	1	0.52 %	0.00
Total Held by Unionbanc Investment Services					1,530,943	1,534,588	100	2.82 %	0.02

(1) Sources: National Bank Financial Services, LLC

(2) Weighted Average Maturity



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria O. Martinez, City Clerk

DATE: August 2, 2022

SUBJECT: Adopt a Resolution to Authorize the City to Implement Teleconference Public Meetings Pursuant to Assembly Bill ("AB") 361, Allowing the City to Continue a Hybrid Virtual Meeting Environment.

Recommendation:

Staff recommends authorizing the City to implement teleconference public meetings pursuant to Assembly Bill AB 361, allowing the City to continue a hybrid virtual meeting environment.

Background:

Over the past year, meetings of the City's legislative bodies have been held with virtual teleconference components. On September 16, 2021, Governor Newsom signed Assembly Bill ("AB") 361, which allows cities to continue to meet remotely during proclaimed states of emergency under modified Ralph M. Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders temporarily suspending provisions of the Brown Act. On September 20, 2021, Governor Newsom signed Executive Order N-15-21 to suspend AB 361 until October 1, 2021.

AB 361, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act when a local legislative body holds a meeting during a declared state of emergency by the Governor and when a state or local health officials have imposed or recommended measures to promote social distancing.

Discussion:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the virus continues to periodically surge in California, the goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic

and future applicable emergencies, by allowing broader access through teleconferencing options," consistent with Executive Order N-29-20. AB 361 contains an urgency clause which became effective upon signing with a sunset of January 1, 2024. AB 361 also provides that if a local agency conducts teleconference meetings in reliance on AB 361, the local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules:

- The legislative body has reconsidered the circumstances of the emergency; and
 - Either of the following circumstances exists: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

Staff recommends adopting the resolution to authorize the implementation of teleconferencing public meetings.

Fiscal Impact:

None

Attachments:

1. Resolution

RESOLUTION NO. 2022 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO TO IMPLEMENT
TELECONFERENCING REQUIREMENTS DURING A PROCLAIMED STATE OF EMERGENCY
FOR ALL CITY COUNCIL, COMMITTEE, COMMISSION, BOARD, AND OTHER CITY
MEETINGS PURSUANT TO ASSEMBLY BILL 361**

WHEREAS, the Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that any person may attend and participate in such meetings; and

WHEREAS, the Brown Act allows for legislative bodies to hold meetings by teleconference but imposes specific requirements for doing so; and

WHEREAS, on March 4, 2020, the Governor issued a proclamation declaring a state of emergency due to the COVID-19 pandemic pursuant to Government Code 8625, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, on March 17, 2020, in order to address the need for public meetings during the present public health emergency, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order No. N-08-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and

WHEREAS, these Executive Orders allowed legislative bodies to meet virtually as long as certain notice and accessibility requirements were met; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill No. 361 (A.B. 361 – Government Code section 54953) that went into effect on October 1, 2021, which amended the Brown Act so that a local agency may use teleconferencing without complying with the regular teleconferencing requirements of the Act, where the legislative body holds a meeting during a proclaimed state of emergency and makes certain findings; and

WHEREAS, Government Code section 54953 requires that the legislative body make additional findings every 30 days in order to continue such teleconferencing; and

WHEREAS, state and local officials continue to impose and recommend measures to promote social distancing, and because of the ongoing threat of COVID-19, meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, teleconferencing ensures the health and safety of the public, the legislative bodies of the city, and City staff while allowing regularly-scheduled meetings to occur without interruption due to COVID-19.

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

SECTION 1: That the foregoing recitals are true and correct and incorporates them by this reference.

SECTION 2: That the City Council finds, by a majority vote, the following:

- a. The City Council has reconsidered the circumstances of the state of emergency; and
- b. Any of the following circumstances exist:
 1. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 2. State or local officials continue to impose or recommend measures to promote social distancing.
 3. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees

SECTION 3: That this Resolution to implement teleconferencing pursuant to Government Code section 54953(e) applies to the City Council and all committees, commissions, boards, and other City meetings ("other legislative bodies") of the City of Wasco based upon the findings listed above.

SECTION 4: That the City Manager or the City Manager's designee is authorized to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code section 54953.

SECTION 5: That this Resolution shall take effect immediately upon its adoption and remain in effect for 30 days or until such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all other legislative bodies of the City of Wasco may continue to teleconference without compliance with Government Code section 54953(b)(3).

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - ____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA

MAYOR of City the Wasco

Attest: _____

MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee to execute the amended EV Ready Communities Memorandum of Understanding (MOU) between Kern COG and City of Wasco as funded by the California Energy Commission ARV-20-0101 for Level 3 DC Fast Chargers AND Budget Amendment

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager or his designee to execute the Amended Memorandum of Understanding (MOU) between Kern COG and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603) Agreement for Level 3 DC Fast Chargers AND Budget Amendment to CIP Project#23022.

Discussion:

Amendment#1 to the EV Ready Communities Memorandum of Understanding (MOU) between Kern Council of Governments and the City of Wasco will do the following: (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement.

Description:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement by (a) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (b) increasing the matching fund requirement to \$833,377, (c) extending the term of the agreement to September 30, 2024, (d) revising the Scope of Work, and (5) revising the Schedule of Products.

The City of Wasco was a partner on the initial application submitted by Kern COG to the CEC in October 2020. With full funding now awarded by the CEC and with Kern COG's acceptance of the funding agreement, Kern COG and the City of Wasco may move forward through an amended MOU with the City of Wasco Scope of Work, including Charging Station Installation, Outreach efforts, and Charging Station Usage and

Operations Reporting as stated in the amended Scope of Work and Schedule of Products.

(1) Add tasks to the Scope of Work The task updates are summarized in the table below.

Task	Original MOU	New MOU
Task 2 Electric Vehicle Charging Station Installation	<p>Scope of Work Task 2: Procure, install, and operate a minimum of three (3) Level 2 vehicle chargers at a minimum of one site.</p> <p>Budget: Procure, install, and operate two Direct Current Fast Charging electric vehicle chargers at a minimum of one site.</p>	<p>Corrected Task 2 language: Procure, install and operate a minimum of two (2) Direct Current Fast Charging electric vehicle chargers at a location in the City of Wasco</p> <p>Budget: Updated to the new California Energy Commission eCAMS format.</p>
Task 2 Electric Vehicle Charging Station Installation	Semi-annual EVSE usage reports for two DC Fast Chargers	Semi-annual EVSE usage and operations reports for two DC Fast Charger now part of Task 5
Task 3 Workforce Development	Does Not Apply to the City of Wasco	Does Not Apply to the City of Wasco
Task 4 Outreach	<p>Copies of agendas, registrations, and photos as events are scheduled</p> <p>2022 TRANSITions Transit Symposium Participation</p> <p>2023 TRANSITions Transit Symposium Participation</p> <p>Ride and Drive event or National Drive Electric Week event Participation</p>	<p>Same. Note that 1 of the 4 outreach items listed have been completed as of 6/30/2022.</p> <p>Add: A 2-page outreach document either a Quick Reference Guide for other colleges wanting to install charging equipment OR a Best Practices Flier for public distribution</p> <p>Add: 2024 Kern County EV Charging Station Blueprint participation documented in Monthly Reports</p>
Task 5 eBikes	Pending placement of eBikes	Removed
Task 5 Data Collection and Analysis	Did not exist	<u>Usage and Operations Report</u> : Final Summary capturing the semi-annual reports from Task 2 through September 2024 and providing a summary analysis of the station operations and maintenance over the term of the project.

- (2) Extend the termination date from March 31, 2024, to September 30, 2024
- (3) Update the Schedule of Products. See the amended MOU for the detailed Schedule of Products.
- (4) Increase the Budget
- (5) Increase the Matching Funds

	CEC Share	Match Share	Total
11/16/2021 MOU	\$99,000 75%	\$33,000 25%	\$132,000 100%
7/21/2022 MOU Amendment #1	\$187,500 75%	\$62,500 25%	\$250,000 100%

Fiscal Impact:

This amendment will increase the budget for FY 22/23 CIP Project #23022. The following funding sources will increase: Kern COG Energy Commission Grant amount increase from \$99,000 to \$187,500.00, which will be matched with an SJVAPCD Charge Up! Grant \$50,000 and State of Good Repair by \$30,000, a new total of \$267,500.

Attachments:

- 1. MOU Agreement No. 2021-055
- 2. Resolution
- 3. Exhibit A – Summary of the Budget Amendment
- 4. Exhibit B - MOU Amendment #1 Memorandum of Understanding between the City of McFarland and Kern COG: CEC Agreement GFO-20-010

AGREEMENT NO. 2021-055

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –
Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on November 16, 2021, by and among the CITY OF Wasco ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission ("**CEC**" herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010, and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct, and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.

3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in CEC Agreement ARV-20-010. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
Bakersfield College	\$64,000	\$18,808	\$82,808
TOTAL	\$700,515	\$242,841	\$943,356

5. CITY agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget.
6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City of Wasco
M. Scott Hurlbert
746 Eighth Street
Wasco, CA 93280

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300
Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through agreement ARV-20-010.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"CITY of Wasco"

RECOMMENDED AND APPROVED
AS TO CONTENT:


M. Scott Hulbert, City Manager
City of Wasco

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:



AHRON HAKIMI
Executive Director
Kern Council of Governments
APPROVED AS TO FORM:



Bob Smith, Chairman
Kern Council of Governments



Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

[Remainder of page left blank intentionally]

**EXHIBIT A
Scope of Work
City of Wasco**

PLEASE SEE ATTACHED

(Follows page 10)

EXHIBIT B
Schedule of Products and Due Dates
City of Wasco

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	11/30/2021	4/30/2021
		Updated List of Match Funds	11/30/2021	4/30/2021
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	12/15/2021	5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report			
		Final Outline of the Final Report	N/A	12/12/2023
		Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final invoice.	1/12/2024
		Final Report	N/A	3/12/2024
1.6	Identify and Obtain Match Funds			
		A letter regarding match funds detailing match funds provided	11/30/2021	4/30/2021
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7	Identify and Obtain Required Permits			

	Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by 5/31/2022.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
	A copy of each approved permit (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
1.8	Obtain and Execute Subcontracts		
	Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	5/19/2021
	Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2	Electric Vehicle Charging Station Installation		
	Site maps and design information for charging stations for 6 host cities	12/15/2021	11/29/2021
	Photos to document station progress and completion	With monthly reports, as changes occur. Within 30 days of station commission.	6/29/2023
	AB 841 Certification and EVTP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to November 20, 2023

Semi-annual EVSE usage reports		First report by 12/1/2022 then every six months until grant completion date	First report by 6/1/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development		
	Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer.	N/A	12/13/2021
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	1/8/2024
4	Outreach		
	Copies of agendas, registrations, and photos	As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.	As the events occur and are scheduled
	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events or training workshops	N/A	Within 45 days of the event
	Event report for a Ride and Drive event or a National Drive Electric Week	N/A	Within 45 days of the event
5	E-Bike Pilot		
	Summary E-Bike Report	Pending placement of eBikes.	6/29/2023

EXHIBIT C
Budget
City of Wasco

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of Wasco	Install and commission at least (2) Level 3 DC Fast Charging electric vehicle charging stations*		\$ 99,000	\$ 33,000	\$ 132,000

¹Project Total may be larger than \$132,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$132,000 the city host may be asked to apply funds to another EVSE project or to return excess funding not needed.

***Note: The following indicates the project requested/supported.**

Arvin: Install and commission charging station with 1 DCFC and 3 L2 chargers
 Bakersfield: Install and commission charging station with 3 L2 chargers
 Delano: Install and commission charging station with 3 L2 chargers
 McFarland: Install and commission charging station with 2 DCFC and 3 L2 chargers
 Shafter: Install and commission charging station with 3 L2 chargers; CEC \$45,000; Shafter \$15,000
 Wasco: Install and commission charging station with 2 L3 chargers.

Bakersfield College: Install one BEAM EV ARC with 2 L2 chargers; CEC \$64,000; BC \$18,808

EXHIBIT A
Scope of Work
City of Wasco

TECHNICAL TASK LIST.

Task #	CPR	Task Name
1		Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development
4		Outreach
5		E-Bike Pilot

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata	None	
2	Linda Urata	Christine Viterelli, Stuart Patteson, Maribel Reyna, Diana Garcia, Maria Lara, Michael James, Luis Villa, Andrew Haney	
3	Linda Urata	Andrew Haney	
4	Linda Urata, Susanne Campbell	TBD	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
Agreement	Agreement GFO-20-010 "EV Ready Communities Phase II - Blueprint Implementation" between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.

Term/ Acronym	Definition
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
Project Manager	Kern COG Regional Planner managing the CEC Grant GFO-20-010
MOU	Memorandum of Understanding
Recipient	An applicant awarded a grant under a California Energy Commission solicitation
SUB	A subcontractor entering into an MOU with Kern CO who will receive funding through the grant agreement GFO-20-010 between the CEC to Kern COG. A SUB on this agreement will either be a CITY or Bakersfield College.

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021. GFO-19-603 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81% to 90% of areas within Kern County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training and then there is always planning for the future, and autonomous vehicles.

This project will provide funding needed to support the efforts for zero emission transport to serve local communities.

Goals of the Agreement:

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the Agreement:

The objectives of this Agreement are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The site host communities will have an impact on EV adoption and support electrified transportation options, and Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the SUB prior to the meeting.

The SUB shall:

- Attend a "Kick-Off" meeting with the Project Manager, a Regional Planner, and an Administrative Assistant, Administration Department. The SUB shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as the SUB deems appropriate to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - MOU Terms and Conditions
 - Critical Project Review Support Documents (Task 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place. California Energy Commission programs (such as CALeVIP) **can not be used as matching funds**. If using San Joaquin Valley Air Pollution Control District ChargeUP! funding as match, please provide the voucher numbers in your documentation of matching funds.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The Project Manager's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

SUB Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda
- Monthly Report Template or Guidelines
- Monthly Invoice Template

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The Recipient may request documents or participation from the SUB in order to prepare for the CPR or to answer direct questions from the CAM.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Gather information from the SUB(s) to prepare the CPR Report.
- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

The SUB shall:

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

SUB Product:

- CPR SUB-Report

Task 1.3 Final Meeting

The goal of this task is to closeout this MOU.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements

- Schedule for completing closeout activities

The SUB shall:

- Attend the Final Meeting between Kern COG and CEC, if requested by the CAM.
- Comply with directions from the CEC for dispensation of equipment purchased with CEC funds
- Comply with requests from the CEC for specific "generated" data (not already provided in MOU products)
- Comply with "Surviving" Agreement (between Kern COG and CEC) provisions as appropriate and

SUB Products:

- Written documentation of dispensation of equipment purchased with CEC funds, if requested by CAM
- Written demonstration of compliance with requests from CEC for specific "generated" data (not already provided in MOU products)
- Written documentation of compliance with "Surviving" Agreement provisions, if required

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

The SUB shall:

- Prepare a Monthly Progress Report which summarizes all MOU activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the MOU within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager on the last working day of the month. The recommended specifications for each progress report will be provided no later than the Kick-off Meeting. Monthly Progress Reports must be submitted, even when no substantial progress has been made toward any or all of the tasks.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

The SUB shall:

- Provide a final report to the Project Manager with the final pre-retention invoice.
- The technical portion of the report shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the MOU, and recommendations for improvements

SUB Products:

- Outline of Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

The SUB shall:

- Prepare a letter documenting the match funding committed to this MOU and submit it to the Project Manager at most 10 working days following the kick-off meeting. Match funds in the amount of \$33,000.00 were a part of the proposal that led to the CEC awarding the Agreement to Kern COG. Provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the SUB shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide to the Project Manager, a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment. As grant funding may be secured following the date of this MOU, provide a copy of the executed grant within 10 days of receipt from the funding agency.
- Discuss match funds and the implications to the MOU if they are reduced or not obtained as committed (10 days following the kick-off meeting). Match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Project Manager if during the course of the MOU additional match funds are received.
- Notify the Project Manager within 10 days if during the course of the MOU existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

SUB Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 10 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

The SUB shall:

- Prepare a letter documenting the permits required to conduct this MOU and submit it to the Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this MOU, then state such in the letter. If it is known at the beginning of the MOU that permits will be required during the course of the MOU, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the SUB will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the MOU if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the MOU additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager, who will forward them to the CAM.

- As permits are obtained, send a copy of each approved permit to the Commission Project Manager, who will forward them to the CAM.
- If during the course of the MOU permits are not obtained on time or are denied, notify the Project Manager within 5 working days, noting if there are plans to appeal a decision or to re-submit. Either of these events (delay or denial) may trigger an additional CPR.

SUB Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the MOU (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the MOU (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

The SUB shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this MOU to the Project Manager to submit to the CAM for review.
- Submit a final copy of the executed subcontract.
- If SUB decides to add new subcontractors, then the SUB shall notify the Project Manager who will notify the CAM.

SUB Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

The goal of this task is to install a minimum of seventeen Level 2 and four Direct Current fast charging EV chargers at a minimum of six sites.

The Recipient shall:

- Procure, install, and operate a minimum of seventeen Level 2 and four Direct Current Fast Charging electric vehicle chargers at a minimum of six sites.
- Coordinate with site hosts throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the document "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager, or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report.

Products:

- Site maps and design information for charging stations for six host cities
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes

- Semi-annual EVSE usage report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

The SUB shall:

- Procure, install, and operate a minimum of three (3) Level 2 vehicle chargers at a minimum of one site.
- Coordinate with Project Manager and other sites or funding agencies if necessary throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by SUB's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including city council presentations, employee notices, media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report. To the Project Manager, with the first report due 3 months from the date the station is online o, by 6/1/2022 (whichever comes first), and then every six months to December 15, 2024, prior to the closeout of the contract between Kern COG and the CEC in 2024.

SUB Products:

- Site maps and design information for charging stations for the host city
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers

- Documentation for four outreach activities, which may include: outreach materials, photos, presentations, agendas, minutes, press releases, social media posts
- Semi-annual EVSE usage report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 3 Infrastructure to Support Workforce Development

[DOES NOT APPLY TO THE CITY OF WASCO]

TASK 4 Outreach

The goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The Recipient shall:

- Conduct ongoing EV and EVI outreach activities, including hosting the 2022 and 2023 TRANSITions Transit Symposiums.
 - Project partners will be invited to speak and/or have a booth
 - Provide copies of agendas, registrations, and photos.
 - Write and submit event reports for 2022 and 2023 TRANSITions Transit Symposiums.
- Conduct at least three additional public electric vehicle charging events or training workshops including, but not limited to, hosting or sponsoring electric vehicle and charger workshops for first responders and teachers.
 - Provide copies of agendas, registrations, and photos.
 - Write and submit event reports for each of the three additional public electric vehicle charging events or training workshops.

Products:

- Copies of agendas, registrations, and photos
- Event report for 2022 TRANSITions Transit Symposium
- Event report for 2023 TRANSITions Transit Symposium
- Event report for each of the three additional public EV charging events or training workshops

The SUB shall:

- Conduct ongoing EV and EVI outreach activities, including participating in the 2022 and 2023 TRANSITions Transit Symposiums.
 - SUB will be invited to speak and/or have a booth
 - Provide copies of SUB registrations, presentation materials, handouts and/or photos.
 - Write and submit participation reports for 2022 and 2023 TRANSITions Transit Symposiums.

SUB Products:

- Copies of agendas, registrations, and photos
- Participation report for 2022 TRANSITions Transit Symposium
- Participation report for 2023 TRANSITions Transit Symposium

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RESOLUTION NO. 2021 - 3685

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO APPROVING
MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN KERN COUNCIL OF GOVERNMENTS
("KERN COG") AND CITY OF WASCO FOR THE IMPLEMENTATION OF THE CALIFORNIA
ENERGY COMMISSION (CEC) ELECTRIC VEHICLE (EV) READY COMMUNITIES PHASE II –
BLUEPRINT IMPLEMENTATION (GFO-19-603) AGREEMENT FOR LEVEL 3 DC FAST CHARGING
STATIONS.**

WHEREAS, the City Council has reviewed and hereby approves Memorandum of Understanding (MOU) between Kern Council of Governments ("Kern COG") and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) ready communities Phase II – Blueprint implementation (GFO-19-603) Agreement for Level 3 DC fast-charging stations; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen 3.0; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, CITY delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

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

1. Approves the execution of the MOU between KERN COG and CITY for Level 3 DC Charging Stations; and
2. Certifies that the CITY has reviewed, understands, and agrees to the General Provisions contained in the MOU; and
3. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, MOU, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

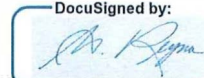
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I HEREBY CERTIFY that the foregoing Resolution No. 2021 - 3685 was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on November 16, 2021, by the following vote:

COUNCIL MEMBERS:

AYES:	REYNA, PALLARES, CORTEZ, GARCIA, MARTINEZ
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

DocuSigned by:



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GILBERTO REYNA,
MAYOR of the City of
Wasco

Attest: 11/17/2021

DocuSigned by:



MARIA O. MARTINEZ

CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN KERN COUNCIL OF GOVERNMENTS ("KERN COG") AND CITY OF WASCO FOR THE IMPLEMENTATION OF THE CALIFORNIA ENERGY COMMISSION (CEC) ELECTRIC VEHICLE (EV) READY COMMUNITIES PHASE II – BLUEPRINT IMPLEMENTATION (GFO-19-603) AGREEMENT FOR LEVEL 3 DC FAST CHARGERS AND BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND ANNUAL OPERATING BUDGET FOR FY 2022-2023.

WHEREAS, the City Council has reviewed and hereby approves amending the Memorandum of Understanding (MOU) between Kern Council of Governments ("Kern COG") attached hereto as Exhibit "B" and City of Wasco for the implementation of the California Energy Commission (CEC) Electric Vehicle (EV) ready communities Phase II – Blueprint implementation (GFO-19-603) Agreement for Level 3 DC fast chargers and budget amendment; and

WHEREAS, CITY recognizes that this amendment will do the following: (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement; and

WHEREAS, a summary of the budget amendment that will take place is included as Exhibit "A"; and,

WHEREAS, the budget amendment will proceed in accordance with generally accepted accounting principles (GAAP); and,

WHEREAS, CITY delegates the authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

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

SECTION 1: Approves Amendment to MOU between Kern COG and CITY for Level 3 DC Chargers and Budget Amendment;

SECTION 2: Approves Budget Amendment to the Adopted 2022-23 Capital Improvement Plan and Adopted 2022-23 Annual Operating Budget.

SECTION 3: Authorizes the City Manager or his designee to make monetary and administrative budget amendments as outlined in Exhibit "A."

SECTION 4: Delegates the authority to the City Manager or his designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, MOU, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

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I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA
MAYOR of City the Wasco

Attest: _____

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

Exhibit A

PROJECT NAME	Funding Source	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
FY 22/23 CIP PROJECT# 23022: Public Electric Charging Station	1. KernCOG CEC Grant	\$99,000.00	\$187,500.00	+\$88,500.00
	2. SJVAP Voucher	\$50,000.00	No Change	
	3. State of Good Repair	\$30,000.00	No Change	
	Total	\$179,000.00	<u>\$267,500.00</u>	

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II – Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments
Amendment #1

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on November 16, 2021, and revised on August 2, 2022, by and among the CITY OF Wasco ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

WHEREAS, KERN COG and CITY, as a subcontractor, applied for grant funds and were awarded by California Energy Commission ("**CEC**" herein) to install charging stations and to conduct public awareness efforts regarding the station; and

WHEREAS, in January 2022, the CEC amended the EV Ready Communities Agreement ARV-20-010 with Kern COG, increasing the budget and adding tasks to the Scope of Work, specifically including KCCD proposed tasks in the initial application; and

WHEREAS, CITY and KERN COG agree to extend the termination date from March 31, 2024, to September 30, 2024; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will, in turn, carry out its responsibilities under the CEC Agreement ARV-20-2010, and that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for the amended CEC Agreement ARV-20-010-01 and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU, will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in the amended CEC Agreement ARV-20-010-01. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding, and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
	\$80,601	\$191,492	\$272,093
City of Arvin	\$99,000	\$33,000	\$132,000
City of Bakersfield	\$99,000	\$33,000	\$132,000
Reserved for California City (or TBD)	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
	\$187,500	\$62,500	\$250,000
KCCD (Bakersfield College)	\$64,000	\$18,808	\$82,808
	427,750	142,584	\$570,334
Frito-Lay North America (PepsiCo)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Retail EVCS TBD	\$162,108	\$66,500	\$228,608
Program Management, Outreach, and 2024 Blueprint Consultants	\$507,000	\$0	\$507,000
KCOG Materials & Misc. including eBikes; Match includes KCOG outreach	\$21,600	\$29,500	\$51,100
Charging Stations TBD	\$80,500	\$3,500	\$84,000
TOTAL	\$700,515	\$242,841	\$943,356
	\$2,500,000	\$833,377	\$3,333,377

5. CITY agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget. City of Wasco agrees to comply with Attachment 1: CEC Exhibit C: Terms and Conditions. City of Wasco agrees to comply with Attachment 1A CEC Exhibit C eCAMS Streamlining Terms ARV-20-010-01.

6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows or at any other address designated by notice:

CITY: City of Wasco
Maria Lara, Assistant City Manager
746 Eighth Street
Wasco, CA 93280

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300
Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through amended agreement ARV-20-010-01.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"CITY of Wasco"

RECOMMENDED AND APPROVED
AS TO CONTENT:

M. Scott Hurlburt, City Manager
City of Wasco

APPROVED AS TO FORM:

Legal Counsel

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:

AHRON HAKIMI
Executive Director
Kern Council of Governments
APPROVED AS TO FORM:

Bob Smith, Chairman
Kern Council of Governments

Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

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EXHIBIT A
Scope of Work
City of Wasco
Revised July 21, 2022

TECHNICAL TASK LIST

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3	NA	Workforce Development and Support
4	X	Outreach
5	X	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager	Maria Lara	
2	Linda Urata	Maria Lara, Kameron Arnold, Luis Villa	
3	Linda Urata	N/A	
4	Linda Urata	Maria Lara	
5	Linda Urata	Maria Lara, Kameron Arnold, Luis Villa	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	(California Energy) Commission Agreement Manager
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	CEC Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVI	Electric Vehicle Infrastructure
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs, including BEVs and PHEVs.
FTD	Fuels and Transportation Division

Term/ Acronym	Definition
Kern COG	Kern Council of Governments
PM	Kern COG Project Manager
Recipient	City of Wasco

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007) created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance, and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, Kern COG submitted application #7, which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021, and the Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Kern COG's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Kern COG's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and Kern COG's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Transportation solutions to improve air quality will vary with local transportation requirements. Many of the community dial-a-ride, transit agencies, and school districts provide transportation options that demonstrate a need for what is known as last-mile transit. Kern Council of Governments and other San Joaquin Valley Regional Planning Agencies funded a study conducted by the UC Davis Institute of Transportation Studies on rural last-mile transit. This study led to the development of MioCar. MioCar is a member-based electric carshare program and provides transportation options for people living in and near low-income housing in the Kern County communities of Wasco and Arvin/Lamont. Effective transportation solutions require programs such as MioCar to expand to new disadvantaged communities.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero-emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training, and then there is always planning for the future and autonomous vehicles.

Kern County partners require support in their areas of expertise and their efforts to serve the communities. This project will provide the funding needed to support these efforts for zero-emission transportation to serve local communities.

Goals of the Agreement:

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

Objectives of the Agreement:

The objectives of the PRIME Agreement between Kern COG and the California Energy Commission are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment, to expand MioCar electric carsharing to new communities, and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The public and private site hosts and communities will have an impact on EV adoption beyond their immediate locations and support electrified transportation options. Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

Objectives of the Sub-Agreement:

The objectives of the Agreement between Kern COG and the City of Wasco are for the City of Wasco to complete Tasks 2: install electric vehicle and equipment charging equipment, to provide usage and operational data, Task 4: conduct education and awareness efforts to support developing the use of the charging stations installed, and Task 5: complete data collection and reporting tasks as described within the Scope of Work.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Project Manager, and a representative of Kern COG's Accounting team. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Match fund documentation
 - Permit documentation
 - Subcontracts needed to carry out project
 - The Project Manager's expectations for accomplishing tasks described in the Scope of Work

- An updated Schedule of Products and Due Dates
- Monthly Progress Reports
- Technical Products (Product Guidelines located in Section 5 of the Exhibit C: CEC Terms and Conditions)
- Final Report

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and Kern COG. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule, or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Kern COG.

Meeting participants include the CAM and Kern COG and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management, as well as other individuals selected by the CAM to provide support to the CEC, which may include the Recipient.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with Kern COG. These meetings generally take place at the CEC, but they may take place at another location **or remotely**.
- Send Kern COG the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide Kern COG with a written determination in accordance with the schedule. The written response may include a requirement for Kern COG to revise one or more product(s) that were included in the CPR.

Kern COG shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products

Task 1.3 Final Meeting. The goal of this task is to closeout this Agreement.

Kern COG shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. If requested by the CAM, Kern COG shall invite the Recipient to participate in the meeting and/or the written reports.

This meeting will be attended by, at a minimum, Kern COG, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC's request for specific "generated" data (not already provided in Agreement products)
- Need to document Kern COG's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report using the template provided by Kern COG, which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager within 8 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended, or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report from Kern COG to the CEC is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions, and to make recommendations for further projects and improvements to the FTD project management processes.

The Recipient will be asked to complete a Final Report due no later than 30 days prior to the end of this agreement.

The Final Report from Kern COG to the CEC shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare a Final Report following the latest version of the Final Report guidelines, which will be provided by the CAM to Kern COG.

Products:

- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Project Manager with the first monthly report following the execution of the amended Memorandum of Understanding. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:

- Amount of each cash match fund, its source, including a contact name, address, and telephone number, and the task(s) to which the match funds will be applied.
- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address, and telephone number, and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if, during the course of the Agreement, additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if, during the course of the Agreement, existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit

- Name, address, and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule, and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If, during the course of the Agreement, additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If, during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC (if the CAM makes a request to Kern COG) an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Project Manager, who may share them with the Commission Agreement Manager (CAM) for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the Project Manager.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

The goal of this task is to install a minimum of two Direct Current fast charging EV chargers in the City of Wasco.

Recipient shall:

- Procure, install, and operate a minimum of two Direct Current Fast Charging electric vehicle chargers at a location in the City of Wasco.
- Coordinate with the Project Manager throughout the process, from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site, off-grid mobile charger orientation, and electrical design.
- Obtain any required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, if publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements of Task 5.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by Kern COG and/or the CEC.
- Conduct four outreach activities, including media releases and events.
 - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage, including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, using the template provided by Kern COG or an approved replacement format, per Task 5.

Products:

- Site maps and design information for charging stations for a minimum of two host sites, with one site (Bakersfield College) possibly having multiple locations on campus. Advise the Project Manager should the stations be moved on campus or moved to another location.
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool

(<https://afdc.energy.gov/stations/#/station/new>)

- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report (see Task 5)

TASK 3 Workforce Development: DOES NOT APPLY TO CITY OF WASCO

The goals of this task are to collaborate with other public and private agency programs to increase access and opportunities for career education and to support EV and EV Infrastructure (EVI) technician and driver training programs at Bakersfield College. The Bakersfield College Automotive Technology Program will expand course offerings to provide training for careers in transit, school transportation, EVI installation, EV Collaborations between Bakersfield College and regional car dealership associations, and appropriate Bakersfield businesses to ensure course offerings and training are those needed by local enterprises.

TASK 4 Outreach

The first goal of this task is to attract students to the Bakersfield College Automotive Technology Training Program courses on electric vehicles and electric vehicle infrastructure.

The second goal of this task is to support the market for zero-emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The third goal of this task is to identify methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment beyond the year 2024. To update the 2019 Kern County Electric Vehicle Charging Station Blueprint, Kern COG will hire a consultant to produce a plan that will assist the region in meeting 2035 goals for zero-emission light-duty vehicle, equipment, and infrastructure deployment. Participation of the recipient is crucial and valued to this update.

The Recipient shall:

Participate in the 2022 and 2023 TRANSITIONS Transit Symposiums as coordinated with the Project Manager to attend, volunteer, bring a display vehicle, set up a booth, or to present on a panel.

- Develop a Quick Reference Guide (2-sided, 1 page maximum) or Best Practices (2-sided, 1 page maximum), including information on incentives and activities specific to the site, and provide to participants of Recipient and/or Kern COG outreach activities. A template may be provided by Project Management Consultant to be hired by Kern COG. Submit a digital master-quality copy of either product to the Project Manager.
- Participate in at least one of the activities below related to the update to the 2019 Kern EV Charging Station Blueprint. Recipient may be asked to provide:
 - Survey responses
 - Technical Review of the Draft Blueprint
- Suggest additional sites for EV Charging Stations at the Recipient's same or other locations in Kern County

Products:

- Quick Reference Guide or Best Practice Document
- 2022 TRANSITions Transit Symposium participation reported on the Monthly Report
- 2023 TRANSITions Transit Symposium participation reported on the Monthly Report
- Outreach efforts summarized and reported with the Monthly Report. Include materials used (fliers, website screenshot, other)
- 2024 Kern County EV Charging Station Blueprint participation documented in the Monthly Reports

TASK 5 Data Collection and Analysis

The goal of this task is for Kern COG to collect operational data from the Recipient, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report by Kern COG to the CEC.

The Recipient shall:

- Collect the following data and report it on the Kern COG Usage and Operations Report template:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
- Data on chargers over a twelve-month period, including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.

Products

- Usage and Operations Report submitted each six months following the station opening through October 2024

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EXHIBIT B
Schedule of Products and Due Dates
City of Wasco
Revised July 2022

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	6/25/2021 8/08/2022	4/30/2021 8/10/2022
		Updated List of Match Funds	6/25/2021 8/08/2022	4/30/2021 8/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	6/18/2021	5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024 8/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024 9/27/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.5	Final Report			
		Final Outline of the Final Report	N/A	12/12/2023 8/12/2024
		Draft Final Report (no less than 60 days before the end term of the agreement)	N/A	1/12/2024 10/30/2024
		Final Report	N/A Delivered with final invoice, no later than 9/10/2024.	3/12/2024 12/20/2024
1.6	Identify and Obtain Match Funds			
		A letter regarding match funds detailing match funds provided	6/25/2021 8/08/2022 with Monthly Report	4/30/2021 3/31/2022
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021 4/29/2022
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds

Letter that match funds were reduced (if applicable)		Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7 Identify and Obtain Required Permits			
Letter documenting the permits or stating that no permits are required		When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by 5/31/2022 3/01/2023.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
A copy of each approved permit (if applicable)		Within 5 days of receiving each permit.	Within 10 days of receiving each permit
Updated list of permits as they change during the term of the Agreement (if applicable)		Within 5 days of change in list of permits.	Within 10 days of change in list of permits
Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)		Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
Copy(ies) of final approved permit(s), if applicable		Within 5 days of obtaining permit(s)	Within 10 days of obtaining permit(s)
1.8 Obtain and Execute Subcontracts			
Letter describing the subcontracts needed, or stating that no subcontracts are required		30 days prior to first day of construction	5/19/2021 10/10/2022
Draft subcontracts		15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
Final subcontracts		Within 10 days of the execution	Within 10 days of the execution
2 Electric Vehicle Charging Station Installation			
Site maps and design information for charging stations		10/30/2021 10/29/2022	11/29/2021 10/29/2022
Photos to document station progress and completion, including operational charging equipment, installed signage, AFDC Station Locator Listing weblink or verification email		With monthly reports, as changes occur. Within 30 days of station commission.	6/29/2023 9/01/2023 (all 10 sites, not only City of Wasco)

	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to November 20, 2023 September 30, 2024
	Semi-annual EVSE usage reports (Note: Assumes stations open by 3/01/2023; requirement is for 12 months of data, ending 9/30/2024).	First report by 6/1/2022 9/01/2023 then every six months until grant completion date	First report by 6/1/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development	N/A	
	Photos to document students and instructors using the EVEN off-grid mobile charging station and level 2 charger installations; delivery of trailer.	N/A	12/13/2024 8/08/2024
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	1/8/2024 8/08/2024
4	Outreach		
	Quick Reference Guide or Best Practices Flier (2 pages)	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the three events are scheduled, Kern COG and CEC program managers must be invited to participate or copied on the outreach. Documents included with monthly report following the event.	As the events occur and are scheduled

	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation on the Monthly Report	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation described on the Monthly Report	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events, media releases, emails to employees, or training workshops	With the monthly report following the event	Within 45 days of the event
	Ride and Drive event or a National Drive Electric Week participation or promotion reported on Monthly Report	N/A	Within 45 days of the event
5 E-Bike Pilot			
	Summary E-Bike Report	Pending placement of eBikes.	6/29/2023

EXHIBIT C
Budget
City of Wasco
Revised July 2022

SEE ATTACHMENT: 7/21/2022 eCAMS Budget City of Wasco

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of Wasco	Install and commission at least two (2) Level 3 DC Fast Charging electric vehicle charging stations*		\$ 99,000 187,500	\$ 33,000 62,500	\$ 132,000 250,000

¹Project Total may be larger than \$250,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$250,000 the city host may be asked to apply funds to another EVSE project or to release excess funding not needed.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: August 2, 2022

SUBJECT: Adopt and Waive the Second Full Reading by title only of An Ordinance of the City of Wasco Amending Title 9 "Public Peace, Morals, and Welfare" of the City of Wasco Municipal Code, Chapter 9, to Establishing Regulations Prohibiting the Unlawful Possession of a Catalytic Converter and Making a Determination of Exemption Under CEQA.

Recommendation:

Staff recommends that the City Council adopt and waive the second full Reading by title only of the Ordinance and make a determination that the item is exempt under CEQA.

Discussion:

The proposed ordinance was introduced to City and Council on July 19, 2022.

The City of Wasco Municipal Code currently does not reference Catalytic Converter thefts. This ordinance will make it unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter.

According to State Farm, the company paid \$2.5 million for 1,104 catalytic converter theft claims in 2019. In 2020, it paid out more than four times that amount for 4,507 catalytic converter theft claims. Last year, California made up almost one-third of all catalytic converter claims in the United States, with \$23 million being spent on 9,057 catalytic converter theft claims within the state.

According to the Kern County Sheriff, in 2021, there were 27 catalytic converter thefts in Wasco reported, and from January 1, 2022, there have been 27 already. Based on the data, the catalytic converter thefts are on track to double by the end of 2022 from 2021 in the City of Wasco. Replacing a catalytic converter can cost about \$2,500.00 (**Wasco victims have paid approximately \$135,000.00 for 54 catalytic converter thefts**); for a severely disadvantaged community where the median household income is \$39,291 (Source: U.S. Census 2022), coming up with \$2500 to make a vehicle workable again, is a substantial financial impact on our residents.

Existing law makes it extremely difficult for local law enforcement officers to apprehend catalytic converter thieves despite the significant increase in catalytic converter thefts. This ordinance seeks to address the dramatic rise in catalytic converter thefts in Wasco by establishing regulations prohibiting the unlawful possession of catalytic converters in the City of Wasco.

Fiscal Impact:

None.

Attachments:

1. Ordinance
2. Kern County Sheriff Crime Statistics for Catalytic Converter Thefts
3. Notice of Public Hearing

ORDINANCE NO.2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO, CALIFORNIA, AMENDING CHAPTER 9 OF THE WASCO MUNICIPAL CODE, TITLE 9 (PUBLIC PEACE, MORALS, AND WELFARE) ESTABLISHING REGULATIONS PROHIBITING THE UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS IN THE CITY AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City of Wasco, California ("City") is a municipal corporation duly organized under the constitution and laws of the State of California;

WHEREAS, the citizens of Wasco have experienced increased numbers of catalytic converter thefts from automobiles over the past several years; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Wasco to define and punish catalytic converter thefts absent an identifiable victim; and

WHEREAS, there is currently no City, State, or Federal legislation applicable within the City of Wasco requiring individuals to provide proof to law enforcement as to how they obtained catalytic converters, thus limiting law enforcement's ability to (1) protect the public by preventing catalytic converter thefts and (2) seize suspected stolen catalytic converters when no victim is present; and

WHEREAS, catalytic converter thefts are on the rise because individuals are incentivized to commit catalytic converter thefts for multiple reasons including, but not limited to: (1) the ease and undetectable nature of committing such thefts, potentially in a matter of seconds and through the use of common tools such as a reciprocating saw; (2) the ability to recycle catalytic converters at scrap metal yards for high dollar returns ranging from \$200 to \$1,200 per catalytic converter; and (3) loopholes in legislation protecting criminals from prosecution unless a victim can be identified; and

WHEREAS, preventing these crimes at present is nearly impossible due to the ease and speed with which catalytic converter thefts can be committed and the difficulty of tracing a particular catalytic converter back to its prior owner (the victim) because catalytic converters typically have no identifying markers; and

WHEREAS, the citizens of Wasco and the Kern County Sheriff's Department are in need of legislation criminalizing mere possession of catalytic converters absent proof of ownership or lawful possession, for multiple reasons including, but not limited to: (1) achieving deterrence by establishing zero-tolerance for catalytic converter thefts; (2) establishing sanctions for possessing stolen catalytic converters; (3) preventing criminals from profiting from the sale and recycling of stolen catalytic converters; (4) providing indirect justice to the victims of catalytic converter theft cases that have gone or will go unsolved for the reasons discussed above; and (5) minimizing the fiscal and personnel impact on the City of Wasco and the Kern County Sheriff's Department by reducing the time invested in deterring and investigating catalytic converter thefts; and

WHEREAS, individuals who are in possession of stolen catalytic converters recycle them for substantial profit while victims of these thefts suffer tremendous consequences in the form of costly repairs, inconvenience, and feelings of a lack of safety in the community; and

WHEREAS, this Ordinance is necessary to provide the City of Wasco and the Kern County Sheriff's Department clear legal authority to better protect the public and deter this criminal activity.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WASCO DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Chapter 9 (Unlawful Possession of a Catalytic Converter Prohibited) of Title 9 (Public Peace, Morals, and Welfare) of the Wasco Municipal Code is hereby added to read in its entirety as follows:

"Chapter 9.46 (Unlawful Possession of a Catalytic

Converter Prohibited) of Title 9 (Public Peace, Morals, and Welfare)

9.46.010 Unlawful Possession of a Catalytic Converter Is Prohibited

It shall be unlawful to possess any catalytic converter that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter.

9.46.020 Definitions

a. For purposes of this section, "lawful possession" includes (1) being the lawful owner of the catalytic converter or (2) in the possession of the catalytic converter with the lawful owner's written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a "lawful possession."

b. For purposes of this section, "documentation or other proof" means the written document(s) that clearly identify the vehicle from which the catalytic converter originated based on the totality of the circumstances, and includes, but is not limited to, the following types of documents:

1. Bill of sale from the original owner with photographs.
2. Documentation from an auto-body shop proving that the owner relinquished the catalytic converter to the auto-body shop.
3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.
4. Photographs of the vehicle from which the catalytic converter originated.

9.46.030 Violations

- a. Each and every violation of this section shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Wasco Municipal Code. Each and every catalytic converter unlawfully possessed is a separate violation of this section.
- b. It is unlawful and a misdemeanor subject to punishment in accordance with Chapter 1.08 of Title 1 of this Code for any person to violate any provision of this section.
- c. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law."

Section 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 9.46.010 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Wasco hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

Section 4. This ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and is not a project which has the potential for causing a significant effect on the environment.

Section 5. The City Clerk of the City of Wasco shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 6. This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in a newspaper of general circulation, printed and published in the City of Wasco.

INTRODUCED at a regular meeting of the City Council of the City of Wasco on the 19th day of July 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Wasco this 2nd day of August 2022.

I HEREBY CERTIFY that the foregoing Ordinance No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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



Catalytic Converter Theft Reports	
2021	
County-Wide	Wasco
632	27

Catalytic Converter Theft Reports	
01/01/2022 - 05/23/2022-YTD	
County-Wide	Wasco
258	27

Prepared by KCSO CAU - 05/25/2022 - ml

PROOF OF PUBLICATION

(2015.5C.C.P.)
(GENERAL FORM)

STATE OF CALIFORNIA } ss.
County of Kern

I, the undersigned, am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a part of or interested in the above entitled matter. I am the chief clerk/publisher of the *Wasco Tribune*, a newspaper of general circulation, published weekly, in the City of Wasco, County of Kern, and which newspaper has been adjudged a newspaper of general circulation and published by the Superior court order number 183950, of the county of Kern; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and in any supplement thereof on the following dates, to-wit:

July 7, 2022

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Diane Givens, JM
(Signature)

Executed on **July 7, 2022**
at Shafter, California

The *Wasco Tribune*
PO Box 789
Shafter, CA 93263

Phone (661)292-5100

PUBLIC NOTICE LEGAL NOTICE

NOTICE BY THE WASCO CITY COUNCIL OF INTENT TO ADOPT AN ORDINANCE

NOTICE IS HEREBY GIVEN that on Tuesday, July 19, 2022, at 6:00 p.m. or as soon thereafter, the City Council of the City of Wasco intends to adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASCO, California, amending CHAPTER 9 OF THE WASCO MUNICIPAL CODE, TITLE 9 (public peace,

morals, and welfare) establishing regulations prohibiting the unlawful possession of catalytic converters in the city
SUMMARY

The proposed Ordinance will amend Title 9 of the Wasco Municipal Code, amending Chapter 9, establishing regulations prohibiting the unlawful possession of catalytic converters that is not attached to a vehicle unless the possessor has valid documentation or other proof to verify that they are in lawful possession of the catalytic converter, as sufficient evidence for violation. If adopted by the City Council, the ordinance will become effective 30 days from the date it is adopted.

A copy of the full text of the Ordinance is available for review in the Office of the City Clerk, City of Wasco, 746 – 8th Street, Wasco, CA 93280. You may contact the City Clerk at (661) 758-7214 with questions regarding this proposed Ordinance.

DATED: June 27, 2022
/s/ Maria O. Martinez
MARIA O. MARTINEZ
Clerk of the City of Wasco and
Ex-Officio Clerk of the Council
Publish Wasco Tribune July 7, 2022



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee to approve a purchase order in the amount of \$79,221.28 to purchase two Hybrid SUV's for Code Enforcement and Building Department Vehicle Replacement and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to approve a purchase order in the amount of \$79,221.28 to purchase two Hybrid SUV's for Code Enforcement and Building Department Vehicle Replacement and make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and Adopted Annual Operating Budget for FY 2022-2023.

Discussion:

Currently, the Code Enforcement Department is utilizing a 15-year-old pickup truck, and the Building Department needs replacing a 19-year-old pickup truck. Per Project No. 22008 in the approved Capital Improvement Plan Budget, both of these trucks are to be replaced with hybrid SUV's which will be more reliable and more fuel efficient than the current trucks they are replacing.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make equipment purchases without further competitive bidding. The City will be obtaining the SUV's using Sourcewell Contract No. 091521-NAF.

Based on the Sourcewell quote, there is a need for a budget amendment to increase the dollar amount by (\$4,000.00) four thousand dollars. Vehicle prices remain high, primarily due to customers paying more than the listed sticker price and the shortage of supply/microchips still impacting the market and inflation.

The budget amendment coming before the Council authorizes the City Manager or his designee to make monetary and administrative adjustments necessary to the FY 2022-2023 Capital Improvement Plan Project #22008 and the Adopted Annual Operating Budget to increase transparency throughout the execution of projects.

Fiscal Impact:

This budget amendment will increase by \$4,000.00 the budget for FY 22/23 CIP Project #22008. The following funding sources will increase the General Fund amount from \$36,000 to \$40,000.00, which will be matched with an SJVAPCD Voucher Grant of \$40,000, a new total of \$80,000.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction							-
Construction Management							-
Equipment Acquisition		76,000					76,000
Total	-	76,000	-	-	-	-	76,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
General Fund		36,000					36,000
APCD Grant Incentive		40,000					40,000
							-
Total	-	76,000	-	-	-	-	76,000

Attachments:

1. Resolution
2. Exhibit A – Summary of Budget Amendment
3. Sourcwell Quote

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO APPROVE A PURCHASE ORDER TO PURCHASE TWO HYBRID SUVS FOR THE CODE ENFORCEMENT AND BUILDING DEPARTMENTS IN THE AMOUNT OF \$79,221.28 AND BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND ANNUAL OPERATING BUDGET FOR FY 2022-2023

WHEREAS, the City wishes to purchase two SUVs from National Auto Fleet Group; and,

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

WHEREAS, the City's cost for the SUVs in the amount of \$79,221.28 is to be from the Capital Outlay Fund; and,

WHEREAS, a summary of the budget amendment that will take place is included as Exhibit "A"; and,

WHEREAS, the budget amendment will proceed in accordance with generally accepted accounting principles (GAAP); and,

WHEREAS, CITY delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the grant scope(s).

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

SECTION 1: Authorizes the City Manager or his designee to sign and execute a purchase order with National Auto Fleet Group to purchase two SUVs for the Code Enforcement and Building Departments in the amount of \$79,221.28.

SECTION 2: Approves Budget Amendment to the Adopted 2022-23 Capital Improvement Plan and Adopted 2022-23 Annual Operating Budget.

SECTION 3: Authorizes the City Manager to make monetary and administrative budget amendments as outlined in Exhibit "A."

SECTION 4: Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to, applications,

agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the project.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

Exhibit A

PROJECT NAME	Funding Source	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
<i>FY 22/23 CIP PROJECT# 22008: Code Enforcement and Building Department Vehicle Replacement</i>	1. General Fund	\$36,000.00	\$40,000.00	+\$4,000.00
	2. APCD Grant Incentive	\$40,000.00	No Change	
Total		\$76,000.00	<u>\$80,000.00</u>	



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

07/05/2022

Quote ID#20310NC

Kameron Arnold

City of Wasco

801 8th St.

Wasco, CA 93280

Dear Kameron Arnold,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Three (3) New/Unused (2022 Ford Escape (U0E) SE Plug-In Hybrid FWD Batch #60-18)
delivered to your department yard, each for

	(1) MSRP	(1) One Unit	(3) Three Unit's	Total Savings
Contract Price	\$ 37,200.00	\$ 36,360.64	\$ 109,081.92	\$ 2,518.08
Tax (8.250%)		\$ 2,999.75	\$ 8,999.25	
Delivery		\$ 350.00	\$ 1,050.00	
Courtesy Discount		\$ -100.00	\$ -300.00	
Total		\$ 39,610.64	\$ 118,831.17	

-per your attached specifications:

This vehicle(s) is available under the Sourcewell Contract 091521-NAF. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.

Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

Office (855) 289-6572

Fax (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99Z	ENGINE: 2.5L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)
TRANSMISSION	
Code	Description
445	TRANSMISSION: ECVT, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
—	STANDARD PAINT
SEAT TYPE	
Code	Description
4H	DARK EARTH GRAY, UNIQUE CLOTH FRONT BUCKET SEATS, -inc: 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft, recline)
OPTION PACKAGE	
Code	Description
600A	EQUIPMENT GROUP 600A
ADDITIONAL EQUIPMENT	
Code	Description
51U	MINI SPARE WHEEL, -inc: mini spare tire, wheel nut wrench and jack
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring two license plates and optional to all others
50C	FRONT & REAR FLOOR LINERS W/O CARPET MATS, -inc: Deletes the standard carpeted front and rear floor mats
60S	REAR PARKING SENSORS

2022 Fleet/Non-Retail Ford Escape SE Plug-In Hybrid FWD

WINDOW STICKER

2022 Ford Escape SE Plug-In Hybrid FWD

CODE	MODEL	MSRP
U0E	2022 Ford Escape SE Plug-In Hybrid FWD	\$35,455.00
OPTIONS		
99Z	ENGINE: 2.5L IVCT ATKINSON CYCLE I-4 HYBRID, (STD)	\$0.00
445	TRANSMISSION: ECVT, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
4H	DARK EARTH GRAY, UNIQUE CLOTH FRONT BUCKET SEATS, -inc: 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft, recline)	\$0.00
600A	EQUIPMENT GROUP 600A	\$0.00
51U	MINI SPARE WHEEL, -inc: mini spare tire, wheel nut wrench and jack	\$110.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring two license plates and optional to all others	\$0.00
50C	FRONT & REAR FLOOR LINERS W/O CARPET MATS, -inc: Deletes the standard carpeted front and rear floor mats	\$160.00
60S	REAR PARKING SENSORS	\$245.00

Please note selected options override standard equipment

SUBTOTAL	\$35,970.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
TOTAL PRICE	\$37,465.00

Est City: N/A MPG
 Est Highway: N/A MPG
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid
Transmission: eCVT
2.91 Axle Ratio
GVWR: TBD
50-State Emissions System
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Oil Cooler
Front-Wheel Drive
Battery w/Run Down Protection
Hybrid Electric Motor
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
11.2 Gal. Fuel Tank
Strut Front Suspension w/Coil Springs
Short And Long Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Lithium Ion Traction Battery w/3.3 kW Onboard Charger, 11 Hrs Charge Time @ 110/120V, 3.3 Hrs Charge Time @ 220/240V and 14.4 kWh Capacity

EXTERIOR

Wheels: 18" Machined-Face Ebony-Painted Aluminum -inc: painted pockets
Tires: 225/60R18 AS BW
Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert
Black Rear Bumper w/Metal-Look Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Chrome Side Windows Trim
Body-Colored Door Handles
Body-Colored Power Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Speed Sensitive Variable Intermittent Wipers

Deep Tinted Glass
Fully Galvanized Steel Panels
Lip Spoiler
Black Grille w/Chrome Surround
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Projector Beam Halogen Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams

ENTERTAINMENT

Radio: AM/FM Stereo -inc: 6 speakers, speed compensated volume and SiriusXM radio w/a 3 month prepaid subscription, Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc SiriusXM service is not available in Alaska and Hawaii.
Radio w/Seek-Scan, Clock, Steering Wheel Controls, Radio Data System and SYNC 3 External Memory Control
Integrated Roof Antenna
Streaming Audio
SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple CarPlay, Android Auto compatibility and smart-charging USB ports
2 LCD Monitors In The Front
Bluetooth Wireless Phone Connectivity

INTERIOR

Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Front Cupholder
Rear Cupholder

Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Proximity Key For Doors And Push Button Start
Valet Function
Remote Releases -Inc: Power Fuel
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start w/specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (FordPass Connect optional on select vehicles), the FordPass App and complimentary Connected Services are required for remote features (see FordPass Terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excluded Wi-Fi hotspot)
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents
Full Cloth Headliner
Metal-Look Gear Shifter Material
Unique Cloth Front Bucket Seats -inc: 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft, recline)
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Cargo Space Lights
Tracker System
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor

Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration
2 12V DC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
AdvanceTrac ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) and Ford Co-Pilot360 - Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Personal Safety System Airbag Occupancy Sensor
Driver Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his designee to execute a purchase contract with Bermingham Controls, Inc. in the amount of \$72,281.67 to purchase digester gas valve replacements and make a budget amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to execute a purchase contract with Bermingham Controls, Inc. in the amount of \$72,281.67 to purchase digester gas valve replacements and make a budget amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Discussion:

The Digester gas system at the Wastewater Treatment Facility is aging and in need of replacement. Highly corrosive gases are produced daily in the treatment process. The gases are transferred through the system and flared for safety. Over the years, an increase in development and population has accelerated the need to replace these components appurtenant to the Wastewater Treatment Facility. The City has obtained a quote from Birmingham Controls, Inc to replace all of the digester valves and, as such, is recommending approval of this purchase via purchase order.

Based on the Birmingham Controls, Inc quote and additional cost for freight, there is a need for a budget amendment by allocating wastewater enterprise Funds, increasing the budget by (\$7,281.67). Inflation, material cost, and supply shortage are impacting the costs of Capital Improvement Projects.

The budget amendment coming before the Council authorizes the City Manager or his designee to make monetary and administrative adjustments necessary to the FY 2022-2023 Capital Improvement Plan Project #22016-Replace Digester Gas Pressure and Vacuum Relief Valves and the Adopted Annual Operating Budget to increase transparency throughout the execution of this purchase.

Fiscal Impact:

The City budgeted \$65,000 in the 2022-23 budget (Project No. 22016) for the replacement of these digester gas valves. The cost to replace these valves is \$72,281.67 as of July 21, 2022. Due to supply chain issues, pricing has increased significantly. Budget action is required with the approval of this item.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction		65,000					65,000
Construction Management							-
Equipment Acquisition							-
Total	-	65,000	-	-	-	-	65,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Treatment Plant Fees		65,000					65,000
							-
							-
Total	-	65,000	-	-	-	-	65,000

Attachments:

1. Resolution
2. Exhibit A - Bermingham Quote

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE A PURCHASE CONTRACT WITH BIRMINGHAM CONTROLS, INC. IN THE AMOUNT OF \$72,281.67 TO PURCHASE DIGESTER GAS VALVE REPLACEMENTS AND MAKE A BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND THE ADOPTED ANNUAL OPERATING BUDGET FOR FY 2022-2023

WHEREAS, the City wishes to purchase Digester gas pressure and vacuum relief valves from Birmingham Controls, Inc; and,

WHEREAS, said purchase quotation attached hereto as "Exhibit A" has been made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

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

WHEREAS, the City's cost for the purchase in the amount of \$72,281.67 is to be from the Wastewater Enterprise Fund; and,

WHEREAS, budget amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023 increasing the budget by (\$7,281.67) is required with approval of this item; and,

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

SECTION 1: Authorizes the City Manager or his designee to sign and execute a purchase order with Birmingham Controls, Inc to purchase digester gas valves for the Wastewater Treatment Facility in the amount of \$72,281.67.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA
MAYOR of City the Wasco

Attest: _____

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



**BERMINGHAM
CONTROLS, INC.**

Quotation #

BCI05539

Jan 7, 2022

TO: CITY OF WASCO
ATTN: LUIS FLORES
PHONE: (661) 758-7229
EMAIL: luflores@cityofwasco.org

FROM: BIRMINGHAM CONTROLS INC.
 11144 BUSINESS CIRCLE
 CERRITOS, CA, 90703
 PHONE 562-860-1600

REFERENCE: DIGESTOR REPAIRS REV.5

WWW.BIRMINGHAM.COM

COMMENTS: SEE LINE ITEMS FOR LEAD TIMES

"Please be aware that Birmingham Controls will add a 3% handling fee to all invoices paid with a credit card"

FOB: FOB ORIGIN,PPD & ADD			TERMS: N30	BY: ALG	CC: BAK
Line	Qty	Item	Description	Price EA	Ext. Price
3	4	1BSHOP	BAKERSFIELD SHOP REPAIR SHOP REPAIR - TANK VENTS 3" 150# VAREC TANK VENT REPAIRS QTY 1 - TANK VENT ON CENTER DIGESTOR QTY 2 - TANK VENTS ON EAST DIGESTOR QTY 1 - TANK VENT ON WEST DIGESTOR **REPAIR CHARGE INCLUDES DIAPHRAGMS & GASKETS**	750.00	3,000.00
4	7	1BSHOP	BAKERSFIELD SHOP REPAIR SHOP REPAIR - FLAME ARRESTORS 3" 150# VAREC FLAME ARRESTORS QTY 1 - FLAME ARRESTOR AT GROUND LEVEL QTY 2 - FLAME ARRESTORS AT CENTER DIGESTOR QTY 3 - FLAME ARRESTORS AT EAST DIGESTOR QTY 1 - FLAME ARRESTORS AT WEST DIGESTOR	750.00	5,250.00
9	7	V2PO0026	VAREC SPC10003 SPC10003, 3" BANK ASSEMBLY, VAREC 5000 / 5010 QTY 1 BANK ASSEMBLY NEEDED PER FLAME ARRESTOR **SHIPS 1 WEEK ARO + TRANSIT TIME**	3,097.00	21,679.00
8	14	V2PO0016	VAREC NV10061968A0 NV10061968A0, 3" FRONT COVER GASKET 5000 / 5010 QTY 2 GASKETS NEEDED PER FLAME ARRESTOR **SHIPS 1 WEEK ARO + TRANSIT TIME**	108.00	1,512.00
10	28	V2PO0027	VAREC 3-5000-SGSKT 3-5000-SGSKT, SIDE COVER GASKETS, VAREC 5000 / 5010	103.00	2,884.00



BERMINGHAM CONTROLS, INC.

Quotation #

BCI05539

Jan 7, 2022

TO: CITY OF WASCO
ATTN: LUIS FLORES
PHONE: (661) 758-7229
EMAIL: luflores@cityofwasco.org

FROM: BIRMINGHAM CONTROLS INC.
11144 BUSINESS CIRCLE
CERRITOS, CA, 90703
PHONE 562-860-1600

REFERENCE: DIGESTOR REPAIRS REV.5

WWW.BIRMINGHAM.COM

COMMENTS: SEE LINE ITEMS FOR LEAD TIMES

"Please be aware that Birmingham Controls will add a 3% handling fee to all invoices paid with a credit card"

FOB: FOB ORIGIN,PPD & ADD			TERMS: N30	BY: ALG	CC: BAK
Line	Qty	Item	Description	Price EA	Ext. Price
11	2	GRPX0010	QTY 4 GASKETS NEEDED PER FLAME ARRESTOR **SHIPS 1 WEEK ARO + TRANSIT TIME** GROTH V2400A00165T0PPA V2400A00165T0PPA, SSTL WEIGHT / PALLET ASSEMBLIES PRESSURE PALLET: 316 SS DIAPHRAGM: FLUOROPOLYMER WEIGHTS: SSTL Z= PRESSURE SETTING: 15 " W20 **SHIPS 6 WEEKS ARO + TRANSIT TIME**	6,844.00	13,688.00
6	1	VVHK0002	GENERAL 97150-03-21-10 97150-03-21-10, 3" 150# SHAND & JURS BIO-GAS SINGLE PORT REG SPRING RANGE - 3" - 9" W/C SET AT 6" W/C **CURRENT VAREC REGULATOR OBSOLETE** REGULATOR FOR GROUND LEVEL **SHIPS 12 WEEKS ARO + TRANSIT TIME**	14,351.00	14,351.00
7	2	VVYK0016	GENERAL 430-3-1 430-3-1, 3" 150# THERMAL OPERATED SHUT OFF VALVE FUSIBLE ELEMENT RELEASED, SPRING OP. PALLET QTY 1 SHUT OFF VALVE - FOR CENTER DIGESTOR QTY 1 SHUT OFF VALVE - FOR EAST DIGESTOR **SHIPS 4 WEEKS ARO + TRANSIT TIME** ----- **ALL VALVES WILL BE UNINSTALLED / REINSTALLED BY CUSTOMER**	2,551.00	5,102.00



**BERMINGHAM
CONTROLS, INC.**

Quotation #

BCI05539
Jan 7, 2022

TO: CITY OF WASCO
ATTN: LUIS FLORES
PHONE: (661) 758-7229
EMAIL: luflores@cityofwasco.org

FROM: BERMINGHAM CONTROLS INC.
11144 BUSINESS CIRCLE
CERRITOS, CA, 90703
PHONE 562-860-1600

REFERENCE: DIGESTOR REPAIRS REV.5

WWW.BERMINGHAM.COM

COMMENTS: SEE LINE ITEMS FOR LEAD TIMES

"Please be aware that Bermingham Controls will add a 3% handling fee to all invoices paid with a credit card"

FOB: FOB ORIGIN,PPD & ADD			TERMS: N30	BY: ALG	CC: BAK
Line	Qty	Item	Description	Price EA	Ext. Price
12	1	MISC0001	GENERAL 1 TAXES	4,815.67	4,815.67
			(LESS TAX AND SHIPPING)	TOTAL	72,281.67



**BERMINGHAM
CONTROLS, INC.**

Baker Hughes
Channel Partner

Masoneilan
a Baker Hughes business

Severe service control valves, steam conditioning, turbine bypass and attemperation, rotary globe valves, regulators, digital level controls and SVI - smart valve positioners. Birmingham is the Southwest's MARC service center.

Consolidated
a Baker Hughes business

Safety and relief valves, pilot operated relief valves; pop action and modulating pilots. Electrically operated relief valves. Birmingham is the Southwest's Consolidated "Green Tag" assembler, service and repair center.



Steam pressure and temperature regulators, pneumatic and electric control valves, process controllers, R. G. Laurence solenoid valves. AeroFlow high performance, zero leakage control valves. Birmingham is the Western US Leslie "Red Seal" certified factory service and repair center.



Dependable metal to metal seated severe service ball valves and power operated relief valves for high temperature and high pressure applications. Power, petrochemical, refining, mining and aerospace.



High performance and rubber lined butterfly valves, knife gates, eccentric plug valves, actuation, APCO air release valves and Hilton fabricated valves.



Pressure and temperature regulators for steam, air and liquid, pressure reducing and back-pressure regulators. Control valves, noise suppressors. Nicholson steam traps, pressure powered pumps.



Fractional flow control valves, regulators, diaphragm and sanitary valves for the bio-pharma, food and beverage industries.



Sterling electric condensate return pumps; simplex and duplex, cast iron, steel and stainless steel receivers, boiler feed pumps.



Steam pressure and temperature regulators, steam traps, stainless steel control valves. Liquid drainers, separators and strainers. Steam powered condensate pumps, systems and water heaters.



Ball valves for every application, complete automation packages. V-Port throttling ball valves, high performance butterfly valves and accessories.



PMV - Accurate and rugged pneumatic and electro-pneumatic smart positioners, digital self-calibrating.



I/P transducers, precision air and gas regulators. Pressure gauges.

Serving California, Arizona, Nevada and Hawaii - 24-7 Shop and Field Service - Some products are not represented in our entire territory.

BERMINGHAM.COM · 800.52.STEAM
Serving the Steam and Process Industries Since 1961



General Conditions of Sale

- 1) All quotes are valid for 30days unless otherwise specified.
- 2) Our payment terms are strictly Net 30 Days from invoice date based on credit approval. Upon request or denial of credit, we also accept Visa, MasterCard and America Express credit cards, wire transfers, and can ship C.O.D.
- 3) Our freight terms are FOB Origin, Prepay and Add. Partial shipments will be made unless otherwise specified.
- 4) No returns without prior authorization and all returns are subject to a 25% minimum restock fee.
- 5) Warranties and additional terms of sale apply as per individual manufacturers policies.
- 6) Orders may be billed directly by manufacturer(s) at their discretion. Placing an order shall constitute buyer's full acceptance of these terms and conditions.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement, and to Authorize a purchase order for two Level 3 DC Fast Chargers in the amount of \$163,151.01 with Chargepoint Inc.

Recommendation:

Staff recommends adopting a Resolution authorizing the City Manager or his designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement and to authorize a purchase order for two Level 3 DC Fast Chargers in the amount of \$163,151.01 with Chargepoint Inc.

Discussion:

The City of Wasco was a partner on an application submitted by the Kern Council of Governments (Kern COG) to the California Energy Commission (CEC) in October 2020 for funding two level 3 fast charging stations. With full funding now awarded by the CEC and with Kern COG's acceptance of the funding agreement, the City of Wasco may move forward with the purchasing and construction phase of the charging station project.

The Charging Stations referenced can be found in the FY 2022-2023 Capital Improvement Plan as Project No. 23022 and involves 2 level 3 DC fast chargers to be installed behind the old Courthouse in the parking lot directly across the street from the Sheriff's Department Building.

The first step in moving toward Project implementation is the purchase of the charging stations. The City has obtained a quote from Chargepoint Inc. and, as such, is recommending approval of this purchase via purchase order. In addition to the charging systems, the quote includes 5 years of monitoring and maintenance services from Chargepoint, Inc.

In order to make the purchase, the City is required to sign off on Chargepoint, Inc. Purchase Agreement and Master Subscription Agreements. Both of these agreements have been reviewed by the City Manager as well as the City Attorney.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcwell. Sourcwell is a national joint power agreement that allows the City to make purchases without further competitive bidding. The City will be procuring the charging stations using Sourcwell Contract No. 042221-CPI.

Fiscal Impact:

There are three funding sources for the implementation of this Project. The Kern COG CEC Grant provides \$187,500.00. The City has obtained SJVAP Vouchers which total \$50,000.00, and finally \$30,000.00 of "State of Good Repair" Funds. All three sources provide a total of \$267,500.00. The cost of the charging stations and monitoring services total \$163,151.01, leaving \$104,348.99 for design and installation services which Staff is confident to be enough to close out the Project.

Attachments:

1. Resolution
2. Chargepoint, Inc. Quote
3. Chargepoint Purchase Agreement
4. Chargepoint Master Subscription Agreement

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN AND EXECUTE A PURCHASE AGREEMENT, MASTER SUBSCRIPTION AGREEMENT AND AUTHORIZE THE PURCHASE ORDER OF TWO LEVEL 3 DC CHARGERS IN THE AMOUNT OF \$163,151.01 WITH CHARGEPOINT INC.

WHEREAS, the City wishes to purchase two Level 3 DC Fast Chargers from Chargepoint, Inc.; and,

WHEREAS, the city has utilized its joint power agreements procedures utilizing Sourcewell; and,

WHEREAS, said Sourcewell 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, the Agreements shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, the City's cost for the DC Fast Chargers in the amount of \$163,151.01 is to be from the Capital Outlay Fund; and,

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

SECTION 1: Authorizes the City Manager or his designee to Sign and Execute a Purchase Agreement and Master Subscription Agreement as well as approve a purchase order in the amount of \$163,151.01 with Chargepoint Inc.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-226278-1
Date: 7/11/2022
Expires On: 8/10/2022

Primary Contact: Kameron Arnold

Bill To Address

City of Wasco
746 8th Street
Wasco California 93280
United States

Ship To Address

City of Wasco
746 8th Street
Wasco California 93280
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250C-625-CCS1-200A-CHD-CHIP-PD	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-METRIC, not included. Includes EMV Chip Reader terminal and pedestal kit.	2	USD 54,520	5	USD 51,794	USD 103,588
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0	0	USD 0	USD 0
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	1	USD 0	0	USD 0	USD 0

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 16,275	0	USD 16,275	USD 32,550
CPE250-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express CPE250 charging station. Customers must work with their contractor to perform all construction (the 'make ready') up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's 'make ready' contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	2	USD 4,400	0	USD 4,400	USD 8,800

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPCLD-ENTERPRISE-DC-5	Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2	USD 4,799	0	USD 4,799	USD 9,598
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	100	USD 0	USD 0

Quote Total: USD 154,536.00
Estimated Tax: USD 8,546.01
Shipping Fee: USD 69.00
Grand Total: USD 163,151.01

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.



By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES ("CPI") WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI [Privacy Policy](#), as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 *"ChargePoint®"* means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 *"ChargePoint Services"* means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 *"ChargePoint Application"* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *"Charging Station"* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *"Content"* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *"CPI Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *"CPI Property"* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *"Documentation"* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *"Effective Date"* means the earliest of (a) the effective date of Subscriber's initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber's first use of the ChargePoint Services.

2.13 *"Intellectual Property Rights"* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *"Malicious Code"* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *"Party"* means each of CPI and Subscriber.

2.16 *"PII"* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *"Provisioning"* means activating Charging Stations, warranties and Cloud Plans on ChargePoint.

2.18 *"Rights"* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 "Cloud Plan(s)" means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 "Subscriber Content and Services" means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 "Subscriber Marks" means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 "Subscription Fees" means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 "Taxes" shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 "User" means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not, knowingly, install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(n) use the ChargePoint Services to knowingly upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. In the event of any legal action to collect late payments, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI shall notify Subscriber in writing of the failure to pay and Subscriber shall have ten (10) days in which to make payment in full, provided that if Subscriber fails to make payment in full within ten (10) days, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and

interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services, subject to Subscriber's approval of each particular advertisement. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE DESCRIBED IN THIS AGREEMENT, CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed the greater of (1) aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability or (2) \$200,000.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI’s credit card policy, the renewal will be charged to Subscriber’s payment method (credit card) on file, which may include any payment method automatically updated by Subscriber’s issuing bank. If Subscriber’s credit card is declined, invalid, or payment is not made by the issuer of Subscriber’s credit card on Subscriber’s Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION – INTENTIONALLY OMITTED.

11. GENERAL.

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

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party

in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN") under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be

affected thereby.

11.10 ASSIGNMENT. Neither CPI nor Subscriber may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld); provided, however, that either party may assign its rights or delegate its obligations, in whole or in part, without such consent to (a) one or more of its wholly owned subsidiaries/affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents,

including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

11.17 CAPTIONS. The captions appearing in this Agreement are for convenience only, are not part of this Agreement, and shall not be considered in interpreting this Agreement.

Signature Page Follows

Subscriber: _____ ChargePoint, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:

254 E. Hacienda Ave.

Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("**Flex Billing Terms**") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI's management, collection and/or processing services related to such fees ("**Flex Billing**").

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 "**CPI Fees**" means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 "**Net Session Fees**" means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 "**Session**" or "**Charging Session**" means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 "**Session Fees**" means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. **FLEX-BILLING SERVICE FOR CHARGING STATIONS.**

2.1. **SESSION FEES.** Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 **DEDUCTIONS FROM SESSION FEES.** In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 **PAYMENT TO SUBSCRIBER OF NET SESSION FEES.** CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber's current bank information, into Subscriber's ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other

than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **"API Implementation"** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **"API Documentation"** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **"CPI Site Terms"** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Cloud Plan, and Subscriber's particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.

TERMS AND CONDITIONS OF PURCHASE

1. Placement of Orders.

A. Purchase of Charging Stations. The terms of these Terms and Conditions of Purchase ("Terms") govern the Company's purchase of Charging Stations from the applicable ChargePoint entity as defined in section 7(G) below ("ChargePoint"). Company's purchase of Charging Stations (including, without limitation, any purchase of an extended Assure Warranty) made by Company shall be made by binding, written purchase order specifying the number and model of Charging Station(s) desired to be purchased, requested delivery schedule (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order), any extended Assure Warranty being purchased and that Company's purchase of Charging Stations is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Company's purchase order conflicting with, varying or adding to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

B. Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by ChargePoint in its sole discretion. No purchase order shall be binding upon ChargePoint unless and until so accepted in writing by ChargePoint. ChargePoint agrees to use commercially reasonable efforts to notify Company of its acceptance or rejection of Company's order within ten (10) business days after receipt thereof. Any purchase order accepted by ChargePoint is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. Refusal of Purchase Orders. ChargePoint may withhold shipments to Company if Company has exceed its applicable credit limit, if any, and not provided for prepayment, is in violation of its payment obligations or otherwise is in material breach of these Terms.

D. Stations Require Subscription to SaaS Offerings. The Charging Stations are designed to work with ChargePoint's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires Company to enter into a Master Services and Subscription Agreement with ChargePoint.

2. Delivery

A. Shipping Costs: Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FCA ChargePoint's warehouse. Company shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Stations to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Company. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Charging Stations. Company's sole remedy for any material delay in delivery of the Charging Stations shall be cancellation of the order.

B. Transfer of Title. Delivery of the Charging Stations to Company shall be completed upon delivery of the Charging Stations to Company's freight forwarder. Risk of loss and damage to the Charging Stations shall pass to Company upon the delivery of such Charging Stations to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Charging Stations ordered by Company on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. Substitutions. ChargePoint shall have the right to make substitutions and modifications to Charging Stations and in the specifications of Charging Stations to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

3. Invoicing and Payment

A. Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Company on or after the date it ships the ordered Charging Stations; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Company's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, ChargePoint may issue its invoice at any time on or after the scheduled delivery date. If Company has purchased an extended Assure Warranty and has chosen the annual payment option, ChargePoint will invoice each annual payment on the anniversary date of the Assure Warranty.

B. Payment Terms. ChargePoint will invoice Company at time of shipment of the Charging Stations. All invoices shall be paid within thirty (30) days of Company's receipt thereof. Fees for Cloud Services subscriptions shall be invoiced at shipment of the Charging Stations to which such Cloud Services subscriptions relate, and on each anniversary date thereof. All invoices for Cloud Services subscriptions shall be paid within thirty (30) days of Company's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Company's available credit line, if any, shall be prepaid prior to shipment.

C. No Right of Set-Off; No Right of Return. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint. All sales are final and Company shall have no right of return, provided, that, ChargePoint shall comply with its obligations under the Warranty (as defined below).

D. Taxes, Duties, Etc. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States, Canada or any foreign, state or local governmental entity, country or regional authority, or instrumentality thereof on the purchase, shipment, use or sale of the Charging Stations by or to Company, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Company for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Company; provided that, ChargePoint's failure to so bill the Company shall not relieve Company from the obligation to pay any Tax described in this Section 3.D.

E. Payment Currency. All amount payable under these Terms shall be paid in United States dollars or if Company is located in Canada, Canadian dollars. If Company is located outside of the United States, Company agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to ChargePoint hereunder, with the appropriate government authorities in the Company's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Company's jurisdiction, as soon as reasonably practicable after execution of these Terms. Company shall remit payment to ChargePoint, at Company's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

F. All Orders Subject to Credit Approval. All orders are subject to credit approval by ChargePoint. The amount of credit or terms of payment may be changed or credit withdrawn by ChargePoint in its reasonable discretion without advance notice. ChargePoint may, in its discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to ChargePoint before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

G. Provisions Relating to Shipments in Lots. If these terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Company, Company may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these terms. Company may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Company shall pay for each lot in accordance with the terms hereof. Products held for Company are at Company's sole risk and expense.

H. Prices do not include Freight, Etc. Except to the extent expressly stated in these terms, ChargePoint's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Company shall pay such amounts or reimburse ChargePoint for any amounts ChargePoint pays. If Company claims a tax or other exemption or direct payment permit, it shall provide ChargePoint with a valid exemption certificate or permit and indemnify, defend and hold ChargePoint harmless from any taxes, costs and penalties arising out of same. ChargePoint's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, Company should consult with ChargePoint's sales offices. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Company's account.

I. Disputes. In the event Company disputes any portion or all of an invoice, it shall notify ChargePoint in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to ChargePoint.

J. Remedies upon Payment Default. Upon Company's default of these terms, ChargePoint may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Company, declare the entire balance of Company's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Company agrees to pay ChargePoint, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by ChargePoint, and any finance charges accrued on any unpaid balance owed by Company.

K. Suspended Shipments. ChargePoint reserves the right to suspend further shipments of goods if Company is over thirty (30) days late in payment of an undisputed invoice. ChargePoint reserves the right to terminate the order if Company is over sixty (60) days late in payment of an undisputed invoice.

4. Installation

Company shall be responsible for arranging for the installation and provisioning of the Charging Stations and for the costs thereof. At Company's request, ChargePoint may provide the names and contact information of one or more installers of Charging Stations; provided

that, in providing such information ChargePoint makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, CHARGEPOINT IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

5. Warranties/Limitation of Liability

A. Warranty. The Charging Station is covered by the terms of ChargePoint's standard parts only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the Warranty, and are hereby incorporated by reference into these Terms.

B. Post-Warranty Maintenance. Company acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Stations after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from ChargePoint.

C. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CHARGEPOINT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. COMPANY'S SOLE REMEDY FOR ANY BREACH BY CHARGEPOINT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT CHARGEPOINT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY CHARGEPOINT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. Warranty Exclusions. The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. COMPANY HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. Exclusive Remedies. THE REMEDIES CONTAINED IN SECTION 5 ARE COMPANY'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST CHARGEPOINT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

6. Intellectual Property

A. Restrictions on Use Company shall not: (i) create derivative works based on the Charging Stations, (ii) copy, frame or mirror any part or content of the Charging Stations, (iii) reverse engineer any Charging Station, or (iv) access the Charging Stations for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Stations.

B. Ownership of Intellectual Property All right, title and interest in and to any intellectual property related in any way to the Charging Stations is, and shall remain, the exclusive property of ChargePoint. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms.

7. General

- A. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.
- B. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.
- C. **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- D. **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.
- E. **Assignment.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither ChargePoint nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and ChargePoint shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of ChargePoint without ChargePoint's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.
- F. **Notices.** Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.
- G. **Governing Law, Jurisdiction and Dispute Resolution.** The ChargePoint entity entering into this Agreement, the address to which Company should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where Company is domiciled:

If Company is domiciled in:	The ChargePoint Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	TBD	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Company's violation of the intellectual property rights of CHARGEPOINT, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CHARGEPOINT, such claim may be litigated in a court of competent jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

H. Entire Agreement. These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

I. English Language Agreement Governs. Where ChargePoint has provided Subscriber with a translation of the English language version of this Agreement, Company agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Company's relationship with ChargePoint. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

Company:

ChargePoint, Inc.

Name: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Address: _____

254 E. Hacienda Ave
Campbell, CA 95008



STAFF REPORT CITY OF WASCO

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Isarel Perez-Hernandez, Finance Director

DATE: August 2, 2022

SUBJECT: Authorize the City Manager or his designee to sign the engagement letters of Badawi & Associates for Audit and Accounting Services for the Fiscal Year 2021-22 for an Estimated Cost of \$41,085.

Recommendation:

Staff recommends that the City Council authorize the City Manager or his designee to sign the engagement letters of Badawi and Associates for audit and accounting services for the Fiscal Year 2021-22.

Background:

On June 15, 2021, City Council adopted Resolution Number 2021-3619, which authorized the City Manager to enter into an agreement with Badawi and associates for audit services.

Discussion:

The City is required to have a Financial Statement and Single Audit Annually. The City must also file an Annual Financial Report to the California State Controller's Office, "the State Controllers Report."

The engagement letters provide for the annual financial statement audit of the City, the City's Single Audit, an audit of Measure X funds, appropriations limit review, and accounting services relating to the preparation of financial statements for the City, preparation of financial statements for Measure X funds and the preparation and transmittal of the State Controllers Report.

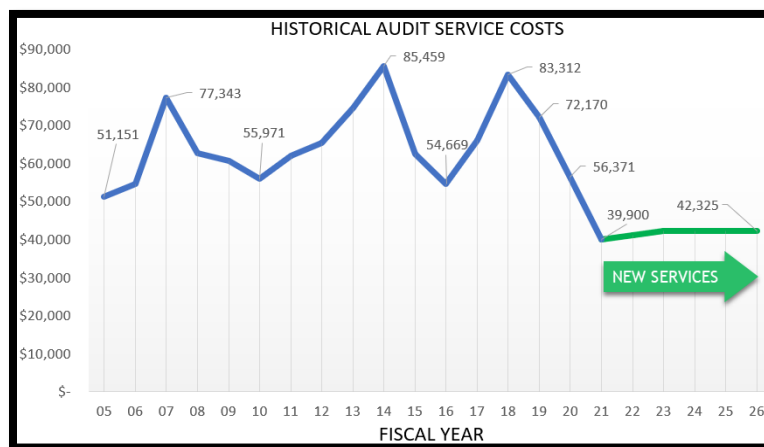
The engagement letters are a standard form that sets out the responsibilities of the auditor and the City relating to the audit. Badawi & Associates will prepare the financial reports and issue opinions about the fairness of the presentation of the financial statements. The City is ultimately responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

Key Agreement Features

- **Term.** Three-year agreement with an option to renew for another three years.
- **Scope of Services and Compensation.** The following summarizes the five main services the auditor will provide to the City and its compensation for the initial three-year term and for the optional three-year term (if the City decides to exercise this option).

Services	Term Fiscal Years			Optional Fiscal Years		
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
City Financial Statements	34,800	35,775	36,773	36,773	36,773	36,773
Single Audit	1,875	1,895	1,927	1,927	1,927	1,927
Measure X Audit	1,285	1,365	1,453	1,453	1,453	1,453
State Controller's Report	1,435	1,520	1,613	1,613	1,613	1,613
Gann Limit Agreed-Upon Procedures	505	530	559	559	559	559
Total	\$39,900	\$41,085	\$42,325	\$42,325	\$42,325	\$42,325

Below is a historical graph depicting the previous fifteen years of audit service costs.



Fiscal Impact:

None, the \$41,085 was budgeted.

Attachments:

1. Badawi & Associates, City of Wasco Financial Statement engagement letter for the Fiscal Year 2021-22.
2. Badawi & Associates, City of Wasco Measure X Financial Statement engagement letter for the Fiscal Year 2021-22.
3. Badawi & Associates, Single Audit Reports engagement letter for the Fiscal Year 2021-22.
4. Badawi & Associates, 2022 Appropriations Limit Review engagement letter for the Fiscal Year 2021-22.
5. Badawi & Associates, 2023 Appropriations Limit Review engagement letter for the Fiscal Year 2021-22.
6. Badawi & Associates, SCO engagement letter for the Fiscal Year 2021-22.



June 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Wasco, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise City of Wasco's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the year ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis (if included)
- 2) Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds
- 3) Required Pension Information

Supplementary information other than RSI will accompany the City of Wasco's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining Statements of Nonmajor Funds
- 2) Budgetary Comparison Schedules of Nonmajor Governmental Funds
- 3) Combining Statements of Custodial Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section (if included)
- 2) Statistical Section (if included)

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Wasco's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Wasco's basic financial statements. Our report will be addressed to the governing body of the City of Wasco. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Wasco's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, which will include assisting in preparation of the financial statements and related notes of the City in conformity with U.S. GAAP based on information provided by you, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

We will not assume management responsibilities on behalf of the City of Wasco. However, we will provide advice and recommendations to assist management of the City of Wasco in performing its responsibilities.

The City of Wasco's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards issued by the AICPA that apply to preparation of financial statements when performing an audit of such financial statements, in addition we will comply with independence requirements stated in Section 1.295 of the AICPA Code of Professional Conduct.
- The nonattest services which will include assisting in preparation of the financial statements and related notes of the City in conformity with U.S. GAAP based on information provided by you. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City of Wasco with regard to tax positions taken in the preparation of the tax return, but the City of Wasco must make all decisions with regard to those matters.

Fees and Timing

We expect to begin our audit in approximately June 2022 and to issue our reports no later than December 31, 2022.

Ahmed Badawi, CPA, is the engagement partner for the audit services specified in this letter. *His* responsibilities include supervising Badawi and Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services are what we agreed on the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s).

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Badawi and Associates and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Badawi and Associates' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

City of Wasco

June 14, 2022

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- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Badawi and Associates
Certified Public Accountants
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

Badawi & Associates

Oakland, California;
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

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Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

GYL LLP

Ontario, California
May 31, 2019





July 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

The following represents our understanding of the services we will provide the City of Wasco (City).

You have requested that we audit the financial statements of the Measure X of the City, as of June 30, 2022, and for the year then ended and the related notes, which collectively comprise the Measure X's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to error or fraud, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control and unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Measure X's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information, if any referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, which will include assisting in preparation of the financial statements and related notes of the City's Measure X in conformity with U.S. GAAP based on information provided by you, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards issued by the AICPA that apply to preparation of financial statements when performing an audit of such financial statements, in addition we will comply with independence requirements stated in Section 1.295 of the AICPA Code of Professional Conduct.
- The nonattest services are limited to the preparation services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Measure X's of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Assistance by Your Personnel

Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Badawi and Associates professionals assigned to the audit, during the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Other

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that we have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under any such agreement(s). By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

We expect to begin our audit in approximately June 2022 and to issue our reports no later than December 2022.

Ahmed Badawi, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Badawi & Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services are what we agreed on in the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s).

During the course of the audit we may observe opportunities for economy in, or improved controls over your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to The City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

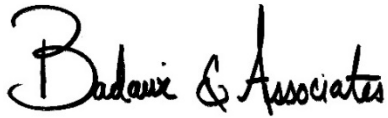
The audit documentation for this engagement is the property of Badawi & Associates and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Badawi & Associates' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Badawi & Associates, CPAs
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

Badawi & Associates

Oakland, California;

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

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Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

G4L LLP

Ontario, California
May 31, 2019





July 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

The following represents our understanding of the services we will provide the City of Wasco (City).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements.

In addition, we will audit the City's compliance over major federal award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that certain required supplementary information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules – General Fund and Major Special Revenue Funds
- 3) Required Pension Information

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining schedules of non-major funds
- 2) Budgetary comparison schedules of non-major funds
- 3) Statements of Custodial Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section (Unaudited)
- 2) Statistical Section (Unaudited)

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with the U.S. GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement in the financial statements, whether due to error or fraud, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, and unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulator audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgment of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information, if any referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, which will include assisting in preparation of the financial statements and related notes of the City in conformity with U.S. GAAP based on information provided by you, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards issued by the AICPA that apply to preparation of financial statements when performing an audit of such financial statements, in addition we will comply with independence requirements stated in Section 1.295 of the AICPA Code of Professional Conduct.

- This engagement is limited to the preparation services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Assistance by Your Personnel

Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

Independence

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. In order to preserve the integrity of our relationship, no offer of employment shall be discussed with any Badawi and Associates professionals assigned to the audit, during the one year period prior to the commencement of the year-end audit. Should such an offer of employment be made, or employment commences during the indicated time period, we will consider this an indication that our independence has been compromised. As such, we may be required to recall our auditors' report due to our lack of independence. In the event additional work is required to satisfy independence requirements, such work will be billed at our standard hourly rates.

Other

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that we have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under any such agreement(s). By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

We expect to begin our audit in approximately June 2022 and to issue our reports no later than December 2022.

Ahmed Badawi, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Badawi & Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services are what we agreed on in the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s).

During the course of the audit we may observe opportunities for economy in, or improved controls over your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to The City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
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- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

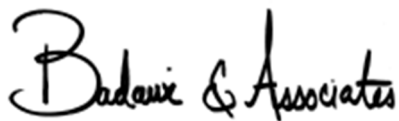
The audit documentation for this engagement is the property of Badawi & Associates and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Badawi & Associates' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Badawi & Associates, CPAs
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

Badawi & Associates

Oakland, California;

and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Badawi & Associates (the firm) in effect for the year ended February 28, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs ■ Advisors

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Peer Review Report
Page 2 of 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Badawi & Associates in effect for the year ended February 28, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Badawi & Associates has received a peer review rating of *pass*.

G4L LLP

Ontario, California
May 31, 2019





July 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

This letter sets forth our understanding for applying agreed-upon procedures to the Appropriations Limit Schedule of the City of Wasco (City) for the year ending June 30, 2022. The City is responsible for the Appropriations Limit Schedule.

This engagement is solely for the purpose of assisting the City in determining whether the Appropriations Limit was calculated correctly in accordance with specified laws and regulations. This report is intended for use by the City (the "Specified Party") and is expected to be restricted to the use of the Specified Party.

Prior to the completion of the engagement, you agree to provide us with a written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

We will apply the following procedures:

1. We will obtain the completed worksheets used by the City to calculate its appropriations limit for the fiscal year ending June 30, 2022, and determine that the limit and annual calculation factors are adopted by resolution of City Council. We also will determine that the population and inflation options are selected by a recorded vote of City Council.
2. For the Appropriations Limit Schedule, we will add the prior year's limit to the total adjustments, and agree the resulting amount to the current year's limit
3. We will agree the current year information presented in the Appropriations Limit Schedule to corresponding information in the worksheets used by the City.
4. We will agree the prior year appropriations limit presented in the Appropriations Limit Schedule to the prior year appropriations limit adopted by the City Council during the prior year.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the City and will be intended for use by and restricted to the use of the Specified Party as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and nonfinancial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We expect to begin the engagement in approximately July 2022 and to issue our report no later than December 2022.

Ahmed Badawi, CPA, is the engagement partner for the services specified in this letter. His responsibilities include supervising Badawi and Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees for these services are included in our proposal. We will submit our bill for services on a progress basis, and billings are due upon submission.

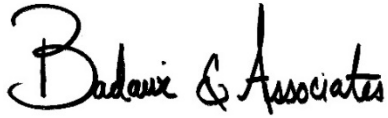
We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or workpapers for a period of seven years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Badawi and Associates
Certified Public Accountants
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



July 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

This letter sets forth our understanding for applying agreed-upon procedures to the Appropriations Limit Schedule of the City of Wasco (City) for the year ending June 30, 2023. The City is responsible for the Appropriations Limit Schedule.

This engagement is solely for the purpose of assisting the City in determining whether the Appropriations Limit was calculated correctly in accordance with specified laws and regulations. This report is intended for use by the City (the "Specified Party") and is expected to be restricted to the use of the Specified Party.

Prior to the completion of the engagement, you agree to provide us with a written agreement and acknowledgment that the procedures performed are appropriate for the intended purpose of the engagement as noted above.

We will apply the following procedures:

1. We will obtain the completed worksheets used by the City to calculate its appropriations limit for the fiscal year ending June 30, 2023, and determine that the limit and annual calculation factors are adopted by resolution of City Council. We also will determine that the population and inflation options are selected by a recorded vote of City Council.
2. For the Appropriations Limit Schedule, we will add the prior year's limit to the total adjustments, and agree the resulting amount to the current year's limit
3. We will agree the current year information presented in the Appropriations Limit Schedule to corresponding information in the worksheets used by the City.
4. We will agree the prior year appropriations limit presented in the Appropriations Limit Schedule to the prior year appropriations limit adopted by the City Council during the prior year.

We will conduct our engagement in accordance with the attestation standards for agreed-upon procedures engagements of the American Institute of Certified Public Accountants. We are responsible for carrying out the procedures and reporting findings in accordance with these standards. We have no responsibility to determine the differences between the procedures to be performed and the procedures that we would have determined to be necessary had we been engaged to perform another form of attestation engagement.

Our report will list the procedures performed and our findings. Our report will be addressed to the City and will be intended for use by and restricted to the use of the Specified Party as identified above. Our report will contain such restricted-use language.

Should we have any reservations with respect to the subject matter, we will discuss them with you before the report is issued.

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

As part of our engagement, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the agreed upon procedures.

During the course of the engagement, we may communicate with you or with your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and nonfinancial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We expect to begin the engagement in approximately July 2022 and to issue our report no later than December 2022.

Ahmed Badawi, CPA, is the engagement partner for the services specified in this letter. His responsibilities include supervising Badawi and Associates' services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the agreed-upon procedures report.

Our fees for these services are included in our proposal. We will submit our bill for services on a progress basis, and billings are due upon submission.

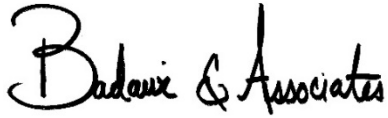
We will maintain the confidentiality of your personal information and will apply procedures to protect against any unauthorized release of your personal information to third parties.

We agree to retain our attest documentation or workpapers for a period of seven years from the date of our report.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Badawi and Associates
Certified Public Accountants
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



July 14, 2022

To the Honorable Mayor and Members of the City Council
of the City of Wasco
c/o Mr. Scott Hurlbet, City Manager
764 E Street
Wasco, CA 93280

Dear Mr. Hurlbet:

You have requested that we prepare the financial statements of the City of Wasco (City), as of June 30, 2022, and for the year then ended to be included in the prescribed forms developed by the State of California State Controller's Office (prescribed forms) and perform a compilation engagement with respect to those financial statements. We are pleased to confirm our acceptance and our understanding of this compilation engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to

- a. prepare financial statements in accordance with the prescribed forms' basis of accounting based on information provided by you and,
- b. apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the prescribed forms' basis of accounting.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the prescribed forms' basis of accounting and assist you in the presentation of the financial statements in the prescribed forms in accordance with the prescribed forms' basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The preparation and fair presentation of financial statements in the prescribed forms in accordance with the prescribed forms' basis of accounting
- b. The inclusion of all informative disclosures that is appropriate for the prescribed form's basis of accounting.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements included in the prescribed forms
- d. The prevention and detection of fraud
- e. To ensure that the entity complies with the laws and regulations applicable to its activities
- f. To make all financial records and related information available to us
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the compilation engagement

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements included in the prescribed forms. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Other Relevant Information

If, for any reason, we are unable to complete the compilation of your financial statements in the prescribed forms, we will not issue a report on such statements as a result of this engagement.

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected invoices and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements.

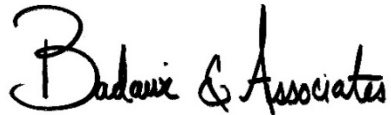
We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The documentation for this engagement is the property of Badawi and Associates, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency or its designee to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such documentation will be provided under the supervision of Badawi and Associates, CPAs personnel. Furthermore, upon request, we may provide copies of selected documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fees for these services were what we agreed on the audit proposal. We will submit our bill for services on a progress basis, and billings are due upon submission. In accordance with our firm policies, work may be suspended if fees are not paid in a timely manner. If the account is not paid in full when due, you agree to pay all expenses of collection, including legal fees. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and perform a compilation engagement with respect to those same financial statements and our respective responsibilities.

Respectfully,



Badawi and Associates
Certified Public Accountants
Berkeley, California

RESPONSE:

This letter correctly sets forth the understanding of the City of Wasco.

City of Wasco

Acknowledged and agreed on behalf of the City of Wasco by:

Name: _____

Title: _____

Date: _____



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: August 2, 2022

SUBJECT: Adopt a Resolution Authorizing the City Manager or his Designee to Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and sign a Purchase order in the amount of \$5,094.67 to purchase landscape equipment from Kern River Power Equipment.

Recommendation:

Staff recommends City Council adopt a resolution authorizing the City Manager or his designee to make a budget amendment to the adopted FY 2022-2023 Capital Improvement Plan and sign a Purchase order in the amount of \$5,094.67 to purchase landscape equipment from Kern River Power Equipment.

Discussion:

On July 5, 2022, Council authorized the City Manager to execute an agreement with Baker Supply & Repairs to purchase a new lawnmower for landscape maintenance in the amount of \$11,800.00. The City budgeted \$17,500.00 in the FY 2022-2023 budget for this purchase. Due to the low bidder coming in at \$11,800.00, we are left with \$5,700.00 remaining in this budget item. With much of the Landscape Equipment being quite old and utilized often, Staff would like to utilize these remaining funds to purchase some additional equipment. As such, Staff is requesting to purchase the following equipment:

- (2) Commerical Push Mowers to be utilized in small areas around town.
- (2) Commercial Weedeaters
- (1) Commercial Stick Hedger
- (1) Commercial Bush hedger
- (1) Commercial Leaf Blower

All the equipment listed above is commercial grade and will be utilized nearly daily by our Landscape Maintenance Crew.

The City of Wasco received three quotes from the following Vendors:

VENDOR:	QUOTE TOTAL:
Kern River Power Equipment	\$5,094.67
Abate-A-Weed	\$5,764.69
Baker Supplies and Repairs	\$6,113.91

After Review, Staff has determined that Kern River Power Equipment has submitted the most cost-effective proposal while also meeting our criteria for the equipment. As such, Staff recommends authorizing the City Manager or his designee to Sign a Purchase Order in the amount of \$5,094.67 to purchase landscape equipment from Kern River Power Equipment.

Fiscal Impact:

No additional funding is required. Staff is requesting to utilize the remaining \$5,700.00 to purchase the additional equipment. A balance of \$605.33 will remain.

Attachments:

1. Resolution
2. Quote

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO MAKE A BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND SIGN A PURCHASE ORDER IN THE AMOUNT OF \$5094.67 TO PURCHASE LANDSCAPE EQUIPMENT FROM KERN RIVER POWER EQUIPMENT

WHEREAS, the City adopts and develops a five-year capital improvement plan each fiscal year; and

WHEREAS, Project No. 21011 has a budget surplus of \$5,700.00; and

WHEREAS, Staff would like to amend the budget to allow for the \$5,700.00 surplus to be utilized for purchasing additional landscape equipment; and

WHEREAS, this budget amendment will proceed in accordance with generally accepted accounting principles; and

WHEREAS, the City Council believes in Government transparency and that adjusting the adopted Capital Improvement Plan for FY 2022-2023 will provide greater transparency.

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

SECTION 1: Approves the Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan.

SECTION 2: Authorizes the City Manager or his designee to sign a Purchase Order in the amount of \$5,094.67 as presented in the Quote attached hereto as Exhibit "A" to purchase landscape equipment from Kern River Power Equipment.

-oOo-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

EXHIBIT "A"

KERN RIVER POWER EQ.
 108 N CHESTER AVE
 BAKERSFIELD, CA 93308
 Phone: 661-399-5783
 Fax: 661-399-2128
 Website: kernriverpoweronline.com
 Email: rkernriverpowe@bak.rr.com

**Quotation****Quote # : 141004**

Generated on 7/22/2022 8:56:46 AM

Bill To:

CITY OF WASCO
 764 E STREET
 WASCO, CA 93280

Ship To:

CITY OF WASCO
 764 E STREET
 WASCO, CA 93280
 Phone: 661-758-7271

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
ECH T262	T262 STRAIGHT SHAFT TRIMMER	1.00	295.00	0.00	295.00	24.34	319.34
ECH T262	T262 STRAIGHT SHAFT TRIMMER	1.00	295.00	0.00	295.00	24.34	319.34
ECH AH262	AH262 ARTICULATING SHAFTED HED	1.00	479.00	0.00	479.00	39.52	518.52
STI BR600	BACKPACK BLOWER 4MIX	1.00	423.00	0.00	423.00	34.90	457.90
ECH HT232	28" HEDGE TRIMMER	1.00	463.99	0.00	463.99	38.28	502.27
TOR 22297	21IN COMM WPM KAW FJ180V, 3-SP	1.00	1375.20	0.00	1375.20	113.45	1488.65
TOR 22297	21IN COMM WPM KAW FJ180V, 3-SP	1.00	1375.20	0.00	1375.20	113.45	1488.65

Subtotal:	\$4,706.39
Tax:	\$388.28
Misc Charges:	\$0.00
Misc Tax:	\$0.00
Handling:	\$0.00
Total:	\$5,094.67

THIS QUOTE IS GOOD FOR 30 DAYS.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: August 2, 2022

SUBJECT: Adopt a Resolution authorizing the City Manager or his Designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement, and Authorize a purchase order of two level 3 DC fast Chargers and two level 2 chargers in the amount of \$186,674.50 with Chargepoint Inc. to be utilized by the Transit Department and Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Recommendation:

Staff recommends adopting a Resolution authorizing the City Manager or his designee to Sign and Execute a Purchase Agreement, Master Subscription Agreement and authorize a purchase order of two level 3 DC fast Chargers and two level 2 chargers in the amount of \$186,674.50 with Chargepoint Inc. to be utilized by the Transit Department and Make a Budget Amendment to the Adopted FY 2022-2023 Capital Improvement Plan and the Adopted Annual Operating Budget for FY 2022-2023.

Discussion:

The State emissions standards for public transit agencies require converting the existing transit fleet to low or no emissions vehicles by 2040. The City can utilize funding from Caltrans Low Carbon Transit Operations Program (LCTOP), State Transit Assistance Funds, State of Good Repair Funds, and participation in PG&E's EV Fleet Electrification Program which will provide power to the City installed meter box as well as rebates for the purchased chargers all together to purchase and install all of the infrastructure required for two level 3 DC fast Chargers and two level 2 chargers.

The Charging Stations referenced can be found in the FY 2022-2023 Capital Improvement Plan as Project No. 21034 and involves two level 3 DC fast chargers and two level 2 chargers to be installed in the Well 14 yard located at the Northwest corner of 8th Street and G Street just East of the Council Chambers and City Hall. These chargers will not be open for public access and instead will only be utilized by the Transit Department to charge their incoming fleet of electric buses. The purpose of two level 3 DC fast chargers and two slower level 2 chargers is to allow for Staff for faster charging during daytime

hours such as lunchtime and also have the ability to leave the bus plugged in overnight to the slower level 2 chargers which is better on the batteries.

The first step in moving toward Project implementation is the purchase of the charging stations. The City has obtained a quote from Chargepoint Inc. and is recommending approval of this purchase via purchase order. In addition to the charging systems, the quote includes 5 years of monitoring and maintenance services from Chargepoint, Inc.

In order to make the purchase, the City is required to sign off on Chargepoint, Inc. Purchase Agreement and Master Subscription Agreements. Both of these agreements have been reviewed by the City Manager as well as the City Attorney.

In accordance with the City's municipal code, the City may utilize joint powers agreements to procure equipment. The City is a member of Sourcewell. Sourcewell is a national joint power agreement that allows the City to make purchases without further competitive bidding. The City will be procuring the charging stations using Sourcewell Contract No. 042221-CPI.

Based on the Sourcewell quote and additional costs for design, electrical construction costs, as well as automatic gates and lighting at the well site, there is a need for a budget amendment by allocating State of Good Repair Funds, increasing the budget by (\$131,943.12). Inflation and cost of material, labor, and supply shortage are impacting all construction projects' costs.

The budget amendment coming before the Council authorizes the City Manager or his designee to make monetary and administrative adjustments necessary to the FY 2022-2023 Capital Improvement Plan Project #21034-Level III Fast Chargers and the Adopted Annual Operating Budget to increase transparency throughout the execution of the project.

Fiscal Impact:

This budget amendment will increase the total by \$131,943.12 for FY 22/23 CIP Project #21034- Level III Fast Chargers. The following funding source will be added to the budget: State of Good Repair (SGR) \$131,943.12, which will be leveraged with TDA Funds (STA) \$32,000 and LCTOP Funds \$150,000.00 to a new total of \$313,943.12.

Project Funding Sources

	Project Funding Sources						Total
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	
TDA Funds (STA)		32,000					32,000
LCTOP Funds		150,000					150,000
							-
Total	-	182,000	-	-	-	-	182,000

Attachments:

1. Resolution
2. Chargepoint, Inc. Quote
3. Chargepoint Purchase Agreement
4. Chargepoint Master Subscription Agreement

Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Tony Chang
E-Mail: tony.chang@chargepoint.com
Telephone:

Quote Number: Q-226270-1
Date: 7/11/2022
Expires On: 8/10/2022

Primary Contact: Kameron Arnold

Bill To Address

City of Wasco
746 8th Street
Wasco California 93280
United States

Ship To Address

City of Wasco
746 8th Street
Wasco California 93280
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250C-625-CCS1-200A-CHD-CHIP-PD	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdeMO cable, North America Modem/SIM, cUL and UL listed, requires UNIVERSAL-CMT-METRIC, not included. Includes EMV Chip Reader terminal and pedestal kit.	2	USD 54,520	5	USD 51,794	USD 103,588
CPE250-TOOLKIT-F	CPE250 Tool Kit	1	USD 0	0	USD 0	USD 0
DC-UNIVERSAL-CMT-METRIC	Required metal bracket to align conduits and mounting bolts for DC power delivery products when cable entrance is from below. This bracket is to be installed into the foundation before the concrete pad is poured. Metric Units. Required for CPE250 and PDD series.	1	USD 0	0	USD 0	USD 0

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 16,275	0	USD 16,275	USD 32,550
CPE250-INSTALL-COMMISSIONING	This service includes both the Installation and Commissioning of the Express CPE250 charging station. Customers must work with their contractor to perform all construction (the 'make ready') up to the point where stations can be bolted down and connected. ChargePoint will then perform the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage so that they meet all ChargePoint and local code requirements, then install and commission the station. Before installation can begin, ChargePoint requires the customer's 'make ready' contractor to submit evidence of adherence to ChargePoint's standards and specifications. In addition to verifying and testing the installation, Commissioning also ensures the station is connected to the ChargePoint network, completing software updates and pairing configuration if applicable. In parallel, the ChargePoint Activations team will configure the station and apply policies according to the customer's specifications. A final Commissioning Report will be provided to the customer. Note that if Commissioning cannot be performed due to site or installation deficiencies for which ChargePoint is not responsible, the customer will incur a rescheduling fee to cover redeployment costs. Priced per Express CPE250 station.	2	USD 4,400	0	USD 4,400	USD 8,800

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2	USD 9,190	0	USD 9,190	USD 18,380
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	2	USD 125	0	USD 125	USD 250
CPCLD-ENTERPRISE-DC-5	Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	2	USD 4,799	0	USD 4,799	USD 9,598
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	4	USD 1,385	0	USD 1,385	USD 5,540

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	100	USD 0	USD 0
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	USD 349	100	USD 0	USD 0
CT4000-INSTALLVALID	Customer works with their own contractor to perform all construction up to the point where the stations can be bolted down and connected. ChargePoint will then engage an authorized ChargePoint Partner to install the station on the prepared site and perform a Site Validation. This includes validating that the electrical capacity, transformers, panels, breakers, wiring, cellular coverage and station installation all meet ChargePoint published requirements and local codes. Upon successful Site Validation, the customer will be eligible to obtain warranty coverage under a ChargePoint Maintenance plan, sold separately. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Priced per CT4000 station.	2	USD 1,200	0	USD 1,200	USD 2,400

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	USD 2,620	0	USD 2,620	USD 5,240

Quote Total: USD 186,346.00

Shipping Fee: USD 328.50

Grand Total: USD 186,674.50

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + Each Assure and Cloud Services subscription that you purchase for a Charging Station will commence ninety (90) days from the date the Charging Station associated with that subscription is shipped to you and will last for the subscription length selected in the applicable order.
- + All pricing is confidential between Customer and ChargePoint.
- + All prices are FCA ChargePoint warehouse(s).
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- + Credit Checks are required for new customers.
- + Pricing does not include installation or mounting services unless specifically quoted above.
- + Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- + Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN AND EXECUTE A PURCHASE AGREEMENT, MASTER SUBSCRIPTION AGREEMENT AND AUTHORIZE A PURCHASE ORDER OF TWO LEVEL 3 DC FAST CHARGERS AND TWO LEVEL 2 CHARGERS IN THE AMOUNT OF \$186,674.50 WITH CHARGEPOINT INC. TO BE UTILIZED BY THE TRANSIT DEPARTMENT AND MAKE A BUDGET AMENDMENT TO THE ADOPTED FY 2022-2023 CAPITAL IMPROVEMENT PLAN AND ANNUAL OPERATING BUDGET FOR FY 2022-2023.

WHEREAS, the City wishes to purchase two Level 3 DC Fast Chargers and two Level 2 Chargers from Chargepoint, Inc. to be utilized by the Transit Department buses; and,

WHEREAS, the city has utilized its joint power agreements procedures utilizing Sourcewell; and,

WHEREAS, said Sourcewell 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, the Agreements shall be governed by and construed in accordance with the laws of the State of California; and,

WHEREAS, the City's cost for the Chargers in the amount of \$186,674.50 is to be from the Capital Outlay Fund; and,

WHEREAS, a summary of the budget amendment that will take place is included as Exhibit "A"; and,

WHEREAS, the budget amendment will proceed in accordance with generally accepted accounting principles (GAAP); and,

WHEREAS, CITY delegates the authority to the City Manager or his designee to conduct all negotiations, sign, and submit all documents, including, but not limited to, applications, agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the project.

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

SECTION 1: Authorizes the City Manager or his designee to Sign and Execute a Purchase Agreement and Master Subscription Agreement as well as approve a purchase order in the amount of \$186,674.50 with Chargepoint Inc.

SECTION 2: Approves Budget Amendment to the Adopted 2022-23 Capital Improvement Plan and Adopted 2022-23 Annual Operating Budget.

SECTION 3: Authorizes the City Manager to make monetary and administrative budget amendments as outlined in Exhibit "A."

SECTION 4: Delegates the authority to the City Manager or designee to conduct all negotiations, sign, and submit all documents, including, but not limited to, applications, agreements, amendments, budget amendments, and payment requests, which may be necessary for the completion of the project.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - _____ was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:
AYES:
NOES:
ABSTAIN:
ABSENT:

GILBERTO REYNA,
MAYOR of the City of Wasco

Attest: _____

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

Exhibit A

PROJECT NAME	Funding Source	CURRENT BUDGET	REVISED BUDGET	DIFFERENCE
<i>FY 22/23 CIP PROJECT No. 21034- LEVEL III FAST CHARGER AND TWO LEVEL II CHARGERS FOR DIAL- A-RIDE ELECTRIC BUSES</i>	1. TDA Funds (STA)	\$32,000.00	No Change	+131,943.12
	2. LCTOP Funds	\$150,000.00	No Change	
	3. State of Good Repair (SGR)	\$0	\$131,943.12	
Total		\$182,000.00	<u>\$313,943.12</u>	

CHARGEPOINT®
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND THE APPLICABLE CHARGEPOINT ENTITY OR ENTITIES ("CPI") WHICH CAN BE FOUND IN SECTION 11.4 BELOW. PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. AGREEMENT.

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

- (a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;
- (b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;
- (c) Subscriber's use of the APIs as part of the ChargePoint Services;
- (d) Each grant of Rights by Subscriber; and
- (e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

- Exhibit 1: Flex Billing Terms
- Exhibit 2: API Terms
- Exhibit 3: Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. DEFINITIONS. The following terms shall have the definitions set forth below when used in this Agreement:

2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 "APIs" means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 "ChargePoint Connections" shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 *“ChargePoint®”* means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 *“ChargePoint Services”* means, collectively, the various cloud services offerings (including, without limitation, APIs and application Cloud Plans) made available for subscription by CPI.

2.6 *“ChargePoint Application”* means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 *“Charging Station”* means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 *“Content”* means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 *“CPI Marks”* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 *“CPI Property”* means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 *“Documentation”* means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 *“Effective Date”* means the earliest of (a) the effective date of Subscriber’s initial quote for the ChargePoint Station and/or ChargePoint Services associated with this Agreement; (b) the date that Subscriber electronically accepts this Agreement, or (c) the date of Subscriber’s first use of the ChargePoint Services.

2.13 *“Intellectual Property Rights”* means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 *“Malicious Code”* means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 *“Party”* means each of CPI and Subscriber.

2.16 *“PII”* means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 *“Provisioning”* means activating Charging Stations, warranties and Cloud Plans on ChargePoint.

2.18 *“Rights”* means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 *"Cloud Plan(s)"* means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing. Each Cloud Plan may be referred to as a "Subscription".

2.20 *"Subscriber Content and Services"* means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 *"Subscriber Marks"* means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 *"Subscription Fees"* means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 *"Taxes"* shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 *"User"* means any person using a Charging Station.

3. AVAILABLE CHARGEPOINT SERVICES & CLOUD PLANS. A description of the various ChargePoint Services and Cloud Plans currently available for subscription is located on the CPI website. CPI may make other ChargePoint Services and/or Cloud Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Cloud Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Cloud Plan and not on actual usage of the Subscription.

4. CPI'S RESPONSIBILITIES AND AGREEMENTS.

4.1 OPERATION OF CHARGEPOINT. CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy and acknowledges that it is responsible for the security of "cardholder data" (as that term is defined for purposes of the Payment Card Industry – Data Security Standards), if any, that CPI possesses, otherwise stores, processes or transmits on behalf of Subscriber or for any impact, if any, on the security of Subscriber's cardholder data environment.

4.2 LIMITATIONS ON RESPONSIBILITY. CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular

communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not, knowingly, install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States, Canada, or of any other jurisdiction; or

(n) use the ChargePoint Services to knowingly upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. If Subscriber is invoiced for the Services, Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars (or, if Subscriber is located in Canada, Canadian Dollars) by check, wire transfer, ACH payment system or other means approved by CPI or if applicable, as described in CPI's credit card policy. Customer may not offset any amounts due to CPI hereunder against amounts due to Customer under this Agreement or any other agreement. Subscription fees payable to CPI do not include any Taxes imposed thereon, and Subscriber is responsible for any and all such Taxes. All such Taxes shall be set forth on the invoice provided by CPI to Subscriber; provided that, CPI's failure to include any such Tax on an invoice shall not relieve Subscriber's liability therefor. Except as otherwise set forth in this Agreement, all payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. In the event of any legal action to collect late payments, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. If any amount owing by Subscriber under this Agreement is more than thirty (30) days overdue, CPI shall notify Subscriber in writing of the failure to pay and Subscriber shall have ten (10) days in which to make payment in full, provided that if Subscriber fails to make payment in full within ten (10) days, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and

interest (including all related Intellectual Property Rights) in and to the CPI Property and any

improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services, subject to Subscriber's approval of each particular advertisement. The foregoing license includes a perpetual and irrevocable right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) **USE LIMITATIONS.** Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Cloud Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) **PROHIBITIONS.** Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) in any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) **NO REGISTRATION OF CPI MARKS.** Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) **TERMINATION AND CESSATION OF USE OF CPI MARKS.** Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE DESCRIBED IN THIS AGREEMENT, CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR SUBSCRIBER’S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER’S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER’S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER’S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER’S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the

inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, the any network upgrade or introduction of any “next generation” services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI’s aggregate liability under this Agreement shall not exceed the greater of (1) aggregate Subscription Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability or (2) \$200,000.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPOINT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE “UNDERLYING CARRIER”). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI’S LIABILITY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM, RENEWAL AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber’s Cloud Plans.

9.2 CLOUD PLAN TERM. Each Cloud Plan acquired by Subscriber shall commence as follows: Each Cloud Plan acquired for use with a new Charging Station will commence on ninety (90) days from the date the subscription plan is invoiced. Upon expiration of the original term, this Agreement will renew automatically for the successive term originally purchased at the list price applicable thereto, subject to increases and Subscriber’s right to terminate below. Should the renewal be cancelled and subsequently be requested to be reinstated by Subscriber, reinstatement will be subject to the payment of Subscription Fees for any lapse period plus reasonable reinstatement fee. If, however, at any time after the original term Subscriber wishes to terminate a Cloud Plan that has been automatically renewed, Subscriber may do so by providing CPI thirty (30) days’ written notice of cancellation and CPI will issue Subscriber a pro-rata refund of any funds paid for periods from the effective date of cancellation to the end of the auto-renewed term. Notwithstanding the foregoing, there shall no pro-rata refunds allowed on automatic renewals for plans of multiple years. Renewals of Cloud Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Cloud Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms. If Subscriber has elected or is required, as the case may be, to pay by credit card as provided in this Agreement or if applicable, as described in CPI’s credit card policy, the renewal will be charged to Subscriber’s payment method (credit card) on file, which may include any payment method automatically updated by Subscriber’s issuing bank. If Subscriber’s credit card is declined, invalid, or payment is not made by the issuer of Subscriber’s credit card on Subscriber’s Subscription Date, without further notice CPI reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Service is discontinued for nonpayment.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within five (5) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, or (iii) upon providing thirty (30) days prior written notice.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Cloud Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. Except as otherwise set forth in this Agreement, in no event shall any termination relieve Subscriber of any unpaid Subscription Fees due CPI for the Cloud Plan term in which the termination occurs or any prior Cloud Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. INDEMNIFICATION – INTENTIONALLY OMITTED.

11. GENERAL.

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

11.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

11.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

11.4 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION. The ChargePoint entity entering into this Agreement, the address to which Subscriber should direct notices under this Agreement, the governing law, and place of jurisdiction, shall be determined according to where the Subscriber is domiciled:

If Subscriber is domiciled in:	The CPI Entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Place of jurisdiction:	Forum:
The United States of America	ChargePoint, Inc., a Delaware corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	California and controlling United States federal law	Santa Clara, California, U.S.A.	Judicial Arbitration and Mediation Services, Inc. (JAMS)
Canada	ChargePoint Canada, Inc., a British Columbia corporation	Attn: Legal Department ChargePoint, Inc. 254 E Hacienda Ave Campbell, CA 95008	British Columbia and controlling Canadian federal law	Vancouver, British Columbia, Canada	ADR Institute of Canada

This Agreement, and any disputes related to this Agreement, will be governed by the applicable Governing Laws above, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Except with respect to any matter relating to Subscriber's violation of the intellectual property rights of CPI, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be submitted to and finally settled by arbitration using the English language in accordance with the Arbitration Rules and Procedures of the applicable Forum above then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. With respect to any matter relating to the intellectual property rights of CPI, such claim may be litigated in a court of competent jurisdiction. The prevailing party

in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.

Notwithstanding the foregoing, each party shall have the right to institute an action in any court of proper jurisdiction for injunctive relief.

11.5 NOTICE REGARDING CLAIMS TO REGULATORY COMPLIANCE MECHANISMS. The use of certain ChargePoint Charging Stations may be eligible to generate clean fuels credits, low-carbon fuel standard credits, renewable fuels credits, emissions reduction units, carbon offsets, allowances, renewable fuel and/or obligation certificates, or similar regulatory compliance instruments, collectively ("Regulatory Compliance Mechanisms"), used to comply with applicable federal, state, provincial, international or regional emissions, low-carbon fuel, and/or renewable fuel compliance programs. CPI and Subscriber may be eligible to claim title to Regulatory Compliance Mechanisms, however, only one Party can claim title. Should Subscriber choose to claim regulatory title, assuming Subscriber may be eligible to do so, Subscriber must opt-in to the applicable program and fulfill all ongoing administrative and reporting obligations required of program participants, including recurring verification and/or auditing requirements. CPI intends to claim title to applicable Regulatory Compliance Mechanisms, assuming CPI may be eligible to do so; however, CPI will not claim title to specific Regulatory Compliance Mechanisms that Subscriber has opted to claim. Subscriber agrees that it will provide CPI with written notice of its intent to claim specific Regulatory Compliance Mechanisms within ten (10) days of the Effective Date. If Subscriber does not currently intend to claim regulatory title, but desires to do so at any time in the future, Subscriber may, by providing written notice to CPI, elect to claim title to Regulatory Compliance Mechanisms resulting from the use of ChargePoint Charging Stations thirty (30) days or more after the date of such notice. Subscriber represents and warrants to CPI that, in the absence of providing written notice, Subscriber will not claim any Regulatory Compliance Mechanisms and hereby designates that right to CPI. All notices shall be provided by email to CPI at lcfnotification@chargepoint.com.

11.6 NOTICE REGARDING RIN DATA. For Subscriber's located in the United States, CPI will participate in an application to the U.S. Environmental Protection Agency ("EPA") to permit vehicle charging data ("Charging Data") collected by CPI from centrally networked charging stations to be utilized in a process to generate Renewable Identification Numbers ("RIN") under the Renewable Fuel Standard. CPI must establish its exclusive right to utilize the Charging Data and the associated environmental attributes underlying the charging events represented by the Charging Data (Charging Data and such environmental attributes referred to collectively as, the "RIN Data") for the purposes of RIN generation. Subscriber confirms that it will not pursue utilizing RIN Data for the purposes of RIN generation and that, as between Subscriber and CPI, CPI has the exclusive right to use the RIN Data for the purpose of RIN generation.

11.7 NOTICES. Other than the notices required in Sections 11.5 and 11.6, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

11.8 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

11.9 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be

affected thereby.

11.10 ASSIGNMENT. Neither CPI nor Subscriber may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld); provided, however, that either party may assign its rights or delegate its obligations, in whole or in part, without such consent to (a) one or more of its wholly owned subsidiaries/affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment or delegation in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

11.12 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Cloud Plan, the number of Charging Stations for which such Cloud Plan is ordered, the term of such Cloud Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

11.13 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

11.14 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

11.15 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

11.16 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement. It is the express wish of the Parties that this Agreement and all related documents,

including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.

11.17 CAPTIONS. The captions appearing in this Agreement are for convenience only, are not part of this Agreement, and shall not be considered in interpreting this Agreement.

Signature Page Follows

Subscriber: _____ ChargePoint, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:

254 E. Hacienda Ave.

Campbell, CA 95008

EXHIBIT 1
FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions (“Flex Billing Terms”) pursuant to which Subscriber may charge Users fees for the use of Subscriber’s Charging Stations. In order to charge such fees, Subscriber must subscribe to a Cloud Plan that includes CPI’s management, collection and/or processing services related to such fees (“Flex Billing”).

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 “CPI Fees” means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 “Net Session Fees” means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber’s Charging Stations.

1.3 “Session” or “Charging Session” means the period of time during which a User uses Subscriber’s Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 “Session Fees” means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber’s use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI will remit Net Session Fees to Subscriber, not less than monthly , provided that the amount due to Subscriber hereunder is at least fifty U.S. dollars (50) (or, if Subscriber is located in Canada fifty Canadian dollars). Notwithstanding, the foregoing, CPI shall remit any unpaid Net Session Fees, regardless of the amount, to Subscriber at least annually and within thirty (30) days of the expiration or termination of this Agreement. All payments shall be made by electronic payment. In order to facilitate such payments, Subscriber agrees to maintain Subscriber’s current bank information, into Subscriber’s ChargePoint Services (customer facing portal), to enable electronic remittance of the Net Session Fees. If the Subscriber requests payment in a manner other

than electronic payment (e.g., check or wire transfer), Subscriber agrees to bear the reasonable costs related to such request.

3. TAXES. If applicable, Subscriber is responsible for setting pricing on a Tax-inclusive basis. CPI is not responsible for remittance of any Taxes on behalf of Subscriber and Subscriber shall be responsible to report and remit any and all applicable Taxes assessable based on Charging Sessions whether state, federal, provincial or otherwise; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions (“API Terms”) governing Subscriber’s use of the APIs in connection with Subscriber’s use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 **“API Implementation”** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 **“API Documentation”** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 **“CPI Site Terms”** means the Terms and Conditions displayed on CPI’s website, governing use of CPI’s website and the ChargePoint Services by visitors who are not Cloud Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber’s Cloud Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber’s Cloud Plan, and Subscriber’s particular Cloud Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber’s API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber’s API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber’s API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber’s API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI’s business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying with all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. ADDITIONAL DEFINITIONS. The following additional definitions shall apply.

1.1 "Rights Grantor" means Subscriber.

1.2 "Rights Grantee" means any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. TERMS. This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 LIMITED RIGHTS. A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Cloud Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter be terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Cloud Plan(s) to which it has subscribed.

2.2 RESPONSIBILITY FOR AUTHORIZED USER. All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement (including without limitation Subscriber's indemnification obligation pursuant to Section 10 thereof). Subscriber shall be responsible for the actions, omissions, or performance of such Rights Grantee while exercising any such Rights, as if such action, omission or performance had been committed by Subscriber directly.

2.3 NO AGREEMENT. Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement. Further Rights Grantor agrees to indemnify and hold CPI, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of such agreement.



STAFF REPORT City of Wasco

DRAFT

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Maria Lara, Assistant City Manager

DATE: August 2, 2022

SUBJECT: Adopt A Resolution Authorizing the City Manager or Designee to Appropriate Coronavirus State and Local Fiscal Recovery Funds Under the American Rescue Plan Act of 2021 (ARPA) for the Execution of a Professional Services Agreement with Retail Strategies, LLC. to Provide Business Development Consulting including Retail Recruitment, Downtown/HWY 46 Five Year Strategic Plan, and Retail Academy/Training.

Recommendation:

Staff recommends the City Council adopt a Resolution Authorizing the City Manager or Designee to Appropriate Coronavirus State and Local Fiscal Recovery Funds Under the American Rescue Plan Act of 2021 (ARPA) for the Execution of a Professional Services Agreement with Retail Strategies, LLC. to Provide Business Development Consulting including Retail Recruitment, Downtown/HWY 46 Five-Year Strategic Plan, and Retail Academy/Training.

Background:

The City Council has identified the need to actively pursue economic development efforts to increase revenues in support of public safety initiatives. Current economic development activity is a shared task between the Community Development Department and City Manager's Department – with no individual focused solely on these efforts. Aside from land planning, zoning, the establishment of favorable development policies, and taking advantage of random developer interest, Staff believes engagement with an independent business development consulting firm will greatly accelerate efforts in this area.

Discussion:

A number of consulting companies specialize in business recruitment services. Each has its own approach to market analysis, retailer relationships, and community promotion. Because there is a significant data collection and analysis effort up front, and deals require time to consummate, Staff believes a multi-year relationship with the selected firm is prudent.

Fees for these consulting services range from \$35,000 to \$40,000 annually. Some companies offer discounts for multi-year arrangements, training options, and specialized studies for an additional fee. Some companies appear to be location-centric, while others seem retailer-centric.

Through contacts at various conferences, trade shows, and independent research, Staff identified the following firms and received initial quotes:

FIRM	DESCRIPTION	INFORMATION	3-YEAR COST
Buxton Company	Retail-Centric-Data Driven	Fort Worth, TX; ~125 Employees	\$105,000.00 (\$35K/Year)
The Retail Coach	City/Retailer Balanced	Tupelo, MS; ~11 Employees	\$80,000.00 (\$40K/\$20K/\$20K/Year)
NaviRetail	City/Retailer Balanced	Fort Worth, TX; ~12 Employees	\$135,000.00 (\$45K/Year)
Retail Strategies	City-Retailer Balanced	Birmingham, AL; ~42 Employees	\$120,000.00 (\$40K/Year) For an additional \$20K: <ul style="list-style-type: none"> Downtown/Hwy 46 Strategic Plan.

Staff is recommending Retail Strategies LLC., to help recruit and expand retail development in Wasco, create a 5-year strategic/revitalization downtown/HWY 46 Economic Development Plan, and support our staff and local small business owners by providing training and resources.

Retail Strategies LLC. will take a hands-on approach, proactively and aggressively take our story and information to recruit and expand businesses, and connect with local property owners, local brokers, developers, and other industry players to create economic growth in our community. Retail Strategies LLC. proposal includes the following:

- **Full Retail Recruitment/Representation:** Represent and Market Wasco at key retail conferences like ICSC Recon, RetailLive! Scottsdale and Austin and More; active outreach to local brokers and landowners; recruit on our behalf including all aspects of retail real estate analysis and data;
- **Retail Academy:** Retail Education and Training for Staff, includes data and reports to aid staff in developing customized pitches that target realistic retail business recruitment;
- **Downtown/Hwy 46 Strategic Revitalization Plan:** Create a tailored strategy for Wasco, and enhance and revitalize our downtown/Hwy 46 through a five-year strategic plan. Community Participation- Collaboration is Key this proposal included a public workshop/stakeholder input session with property owners, merchants, business owners, community

leaders, and elected officials to gain feedback and allow open dialogue. Step-by-Step Recommendations-Roadmap to transform our Downtown/Hwy46.

ARPA Eligibility/ Fiscal Recovery Funds

From a policy perspective the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- **Support immediate economic stabilization for households and businesses;**
- Address systemic public health and **economic challenges that have contributed to the inequal impact of the pandemic.**

From an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure.

The Coronavirus State and Local Fiscal Recovery Funds provide flexibility for each government to meet local needs-including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis. These funds can also be used to make necessary investments to support economic growth in our community and job creation.

Timeline & Reporting for Use of Fiscal Recovery Funds

The current regulations from the U.S. Treasury permit the funds to be used to cover costs incurred beginning on March 3, 2021. All funds must be obligated to their specific use by December 31, 2024, and fully expended by December 31, 2026.

Fiscal Impact:

The appropriation of \$140,000.00 ARPA Fiscal Recovery Funds will not adversely impact existing City funds, operations, or budgeted programs and projects. Fiscal Recovery Funds will have a significant positive effect on furthering existing policy priorities of supporting immediate economic stabilization and revitalizing our local economy.

Attachments:

1. Agreement
2. Proposal
3. Resolution

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE THE USE OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FOR THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH RETAIL STRATEGIES, LLC. TO PROVIDE BUSINESS DEVELOPMENT CONSULTING, INCLUDING RETAIL RECRUITMENT, DOWNTOWN/HWY46 FIVE-YEAR STRATEGIC PLAN, AND RETAIL ACADEMY/TRAINING.

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government); and

WHEREAS, the City of Wasco shall receive \$6,868,042 total over two equal payments in July 2021 and July 2022; and

WHEREAS, the U.S. Department of Treasury Final Interim Final Rule, 31 CFR Part 3 states, "Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others." And "During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face." And "The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency.";

WHEREAS, from a policy perspective, the Fiscal Recovery Funds are intended to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace lost revenue for the eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses;
- Address systemic public health and economic challenges that have contributed to the in equal impact of the pandemic;

WHEREAS, from an operational standpoint, funds may be used:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
- To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the city wishes to enter into a professional service agreement with Retail Strategies LLC. to provide business development consulting, including retail recruitment, downtown/Hwy 46 Five Year Strategic Plan, and Retail Academy/training.

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

SECTION 1: the City Council of the City of Wasco authorizes the City Manager or his designee the use ARPA Local Fiscal Recovery Funds to make necessary investments to recruit and retain businesses and increase economic development in Wasco.

SECTION 2: the City Council of the City of Wasco authorizes the City Manager or designee to appropriate \$140,000.00 in ARPA funds to retain Retail Services, LLC to provide economic/business development consulting services.

SECTION 3: the City Council of the City of Wasco authorizes the City Manager or designee to execute a professional service agreement with Retail Services, LLC.

-o0o-

I HEREBY CERTIFY that the foregoing Resolution No. 2022 - was passed and adopted by the Council of the City of Wasco at a regular meeting thereof held on August 2, 2022, by the following vote:

COUNCIL MEMBERS:

AYES:

NOES:

ABSTAIN:

ABSENT:

GILBERTO REYNA

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. 2022- _____

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 2022, by and between the CITY OF WASCO ("City") and RETAIL STRATEGIES, LLC, an Alabama Limited Liability Company (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Consultant 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 hereby contracts with Consultant to perform the Services. The Services and deliverables associated therewith shall be provided each year during the Term (hereinafter described) of this Agreement.
3. City shall pay Consultant in advance \$60,000.00 for the first year for the Services commencing on the date of this Agreement and (\$40,000.00) each anniversary date thereafter upon presentation by Consultant of an invoice (the "Invoice") to City for payment of each Annual Fee. There shall be no other charges payable by the City. The City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available meeting of the City Council of the City for consideration. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.
4. Unless earlier terminated as hereinafter described, the term of this Agreement (the "Term") shall be for three years from the date hereof.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilmembers, employees, and agents from any and all claims, liabilities, expenses, and damages, 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 Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall maintain worker's compensation insurance in amounts required by law. Consultant shall also obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage, in an amount of \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles. Consultant shall provide City with appropriate certificates of insurance and endorsements for the foregoing in which City, its officers, Councilmembers, employees, and agents are named as additional insureds and specifically designating all such insurance as primary, and providing that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

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

8. Either party may terminate this Agreement at any time by giving the other party ten (10) days prior written notice, provided that in such event and except as otherwise described herein Consultant shall be entitled to a pro rata share of the Annual Fee payable in the year of termination and Consultant shall return that portion of the Annual Fee not earned prior to the date of termination. Provided, however, that if City terminates this Agreement because of Consultant's breach of any of its obligations hereunder, Consultant shall be entitled to a pro rata share of the Annual Fee to the date of its breach of its obligations hereunder and shall return the remaining portion of the Annual Fee prior to the date of termination.

9. 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 when faxed or when sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, or addressed as

follows: If to City, City Manager, 746 8th Street, Wasco, California 93280, Fax — (661) 758-7239, Email: schurlbert@cityofwasco.org, or if to Consultant, Retail Strategies, LLC, Attn: Stephen P. Leara, Esq.- EVP/General Counsel 2200 Magnolia Avenue South, Suite 100, Birmingham Alabama 35205, Fax – (205) 313-3677, Email: sleara@retailstrategies.com. Any party may change its address by giving notice to the other party in the manner herein described.

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

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

12. 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.

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

14. 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.

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed agreement shall be as effective as the original for all purposes.

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 Consultant 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.

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

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

M. Scott Hurlbert, City Manager, City of
Wasco, California, "City"

RETAIL STRATEGIES, LLC, an
Alabama Limited Liability Company,
"Consultant"

By: _____
STEPHEN P. LEARA, Esq
EVP, General Counsel

EXHIBIT A

RETAIL RECRUITMENT

This section outlines what Retail Strategies (the “consultant”) will provide to Wasco, CA (the “client”).

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

1. Pro-active retail recruitment for targeted zones
2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
5. Conference representation- updates provided according to the yearly conference schedule

D. MARKETING MATERIALS

1. Development of Customized Marketing Guide
2. Customized Retail Recruitment Plan

E. RETAIL ACADEMY

1. Access to Retail Academy: ONLINE Education Course and Resource Library
2. One (1) Retail Academy Workshop, totaling six (6) hours in Birmingham, AL, Fort Worth, TX or Wasco, CA
3. Industry overview from Commercial Real Estate professionals
4. Quarterly 1:1 virtual meeting to discuss progress

F. DOWNTOWN STRATEGIC PLAN

1. Strategic Visioning Workshop
2. Community input survey results
3. Market Analysis
4. Market driven and asset-based transformation strategies
5. Downtown Five-Year Strategic Plan (Hwy 46)
6. Implementation support of one (1) – Year 1 recommendation from strategic plan. • Support via email and Zoom to provide collaboration, assess progress, troubleshoot roadblocks, and provide accountability for implementation. • Data and analytics available upon request • Downtown Real Estate Analysis & Property Owner Training Toolkit



retail strategies

WELCOME TO
WASCO

RETAIL ACADEMY DOWNTOWN 5 YEAR PLAN & RETAIL RECRUITMENT PARTNERSHIP

Prepared for Wasco, CA

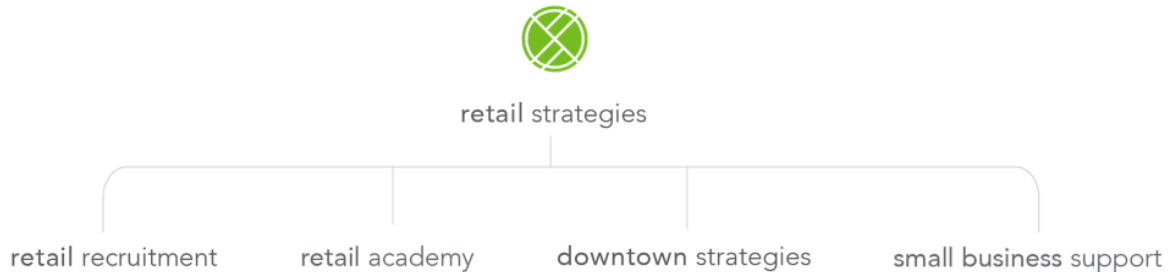
July 28th, 2022

Pricing Valid for 60 Days

Executive Summary

Founded in 2011, Retail Strategies exists to build trust-based relationships with communities across the country. We meet this goal by offering human resources and asset-based solutions to help **recruit** expanding national brands, **revitalize** downtowns, and **support** our country's small business community.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team to help our partners **discover** their markets unique value to retailers, **connect** opportunities in their market, and **advance** each opportunity towards their next goal.



Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers & developers
- Hands-on approach

Industry Involvement








IN THE NEWS

Retail Strategies President, Lacy Beasley Named to ICSC Board of Trustees



Lacy Beasley, President of Retail Strategies, was appointed to ICSC's Board of Trustees for an initial three-year term. She was one of 16 new trustees added to the board, and one of only two members representing the public sector.

The board provides input in helping ICSC achieve its goal of serving its more than 70,000 members globally by proactively advocating and communicating the critical social, civic, and economic role played by the retail real estate industry across the world.

Lacy has cemented herself as a go-to source in the commercial real estate world, developing a niche working with municipalities on their retail development strategies. View the full list of the Board of Trustees [here](#).



Our Process

discover



We work to find your unique story.

We believe that every community is unique, so we take time to engage our Client's to understand your story of opportunity to leverage your attributes towards expanding businesses.

Our discovery phase is all about understanding the data, real estate and people that make up your local market.

connect



We make sure your community's story is heard.

As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.

advance



We multiply and enhance your staff.

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Our team **PROACTIVELY** works to tell your story to the expanding business community on the phone, via email and of course at trade shows.

Our team identifies retailers that are interested in your market and then work to advance them and connect them with your local property owners to allow for a deal to take place.



Discover: Research



discover



The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Retail Strategies uses a complex mix of data sources anchored by STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.



Discover: In Market Real Estate Analysis



discover

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.





Discover: Community Input & Communication



discover

Community Input

Throughout the life of our partnership we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will be scheduling a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From Day 1 our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.



INCREASING YOUR RETAIL KNOWLEDGE

Retail Academy Education

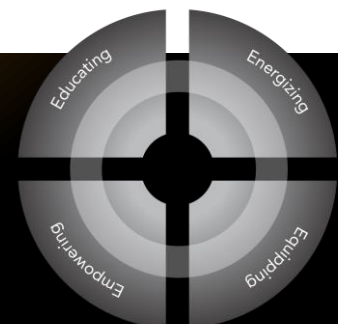
Training

Taught by licensed real estate professionals that have worked with more than 300 communities throughout the U.S., the efforts of the instructors have generated millions of dollars in tax revenues and created thousands of jobs.

This Training Will:

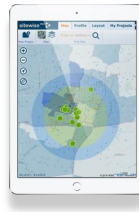
- Teach you how to use the tools (data/analytics/strategy)
- Show you how retailers view your market
- Give you access to industry contracts
- Write emails to expanding businesses
- Give you a script for outbound phone calls
- Provide knowledge on the retail expansion process
- Share best practices for Retail Recruitment
- Keep you in the know on Retail Trends
- Go over the Site Selection process in full detail
- Explain the development process
- Provide best practices for ICSC & Retail Live conferences
- Discuss franchise expansions

Education is action.



WHAT YOU GET

Deliverables



Data & Analytics

A complete market analysis that will empower your community and give you credibility when speaking with the retail industry.

Retail Recruitment Plan

A 70+ page customized analysis of your community that showcases your trade area, real estate assets, and defines the prospective businesses that will thrive in your market.

Marketing Guide

Retail Strategies has applied our collective experiences to develop impactful custom marketing guides. These customized marketing guides showcase critical market intelligence, data, real estate information, and advanced analytics to position your community for economic growth.

Real Estate Analysis

Retail Strategies licensed real estate professionals will conduct a building and business inventory to create a plan of action for available retail sites in your market.

Education

Leveraging over 150+ years of experience, our team of instructors walks you through your market and the retail recruitment process providing best practices and critical knowledge to position you for success.

Retail Prospects

Retail Academy will provide a list of expanding businesses that fit your community. The prospect list will provide the retailer contact information., site selection criteria and nearest locations so you are prepared when you speak with these expanding businesses



My Retail Academy books stays on my desk. The research and market analysis were eye-opening. Of the eight prospects on our list, we have landed two of them so far. We had all the information ready when we connected with the retailer – that's what made this so invaluable.

Bob Largent, President & CEO
Harrison Regional Chamber of Commerce



RETAIL ACADEMY

Scope of Services

Research

- Identification of priority retail categories for recruitment and/or local expansion
- Retail Prospect List- Identification of at minimum 10 retail prospects to be targeted for recruitment
- Contact Information for Retail Prospects
- Retail Site Selection Criteria for retail prospects
- Mobile Data Collection from major retail node
- Retail Gap Analysis for trade area (i.e. leakage and surplus)
- Peer Market Identification and Trade Area Comparison Analysis
- Peer Market Retailer Void Analysis
- Custom demographic research – historical, current, and projected demographics – to include market trade areas by political boundaries, radius/drive times, and custom trade area Identification of retail trade area using political boundaries, drive times and radii and custom boundary geographies.
- Consumer Spending Patterns and Behavior Report
- Tapestry Lifestyle Segmentation Analysis – psychographic profile of trade area

Real Estate Analysis

- Retail Real Estate Analysis identifying 5+ real estate sites performed by licensed retail real estate professionals
- Create Aerial imagery of trade area(s) with traffic counts
- Identify Target Zones for short- and long-term retail development
- Property Catalog

Marketing Materials

- Development of Customized Marketing Guide
- Customized Retail Recruitment Plan

Retail Academy

- Access to Retail Academy: ONLINE Education Course and Resource Library
- One (1) Retail Academy Workshop, totaling six (6) hours in Birmingham, AL, Fort Worth, TX or Wasco, CA
- Industry overview from Commercial Real Estate professionals
- Quarterly 1:1 virtual meeting to discuss progress



Connect: Retail Recruitment



connect

Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The Benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, **our West Coast management team will conduct every piece of outreach** to the appropriate contact on your behalf.

Recruitment

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Representation

Each year our team attends more than a dozen retail real estate conferences including key retail conference like ICSC Recon, RetailLive! Scottsdale and Austin and more. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities in your community.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference you will receive an update on who we met with, what was said, and what our next steps are.





Advance: Reporting & Collaboration

**advance**

Reporting & Collaboration

Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a “no” as we can from the “yes”. We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.



Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



Advance: Retail Trends & Access



advance

Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities.

Throughout the life of our partnership we will continuously provide updates on industry trends and expansion.



retail webinars

Each month we engage leaders within the retail industry to provide a deeper understanding of what is happening within the industry. These webinars are accessible live and available on-demand.



research subscription

Through our partnership your community has 24/7 access to the best data and analytical tools available. Whether it is a request directly from our Client, or from a local property owner, we are here to provide valuable data and insights to ensure the maximum opportunity for growth to occur.



Scope of Services

RECRUITMENT | REPRESENTATION | OUTREACH | CONNECTIVITY

- Pro-active retail recruitment for entire community
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representation- updates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners

Our Process

Downtown Roadmap

Creating a strategic plan is a crucial first step in determining the vision and path for your downtown.

Oftentimes, community leaders are fearful of investing in a master plan that will ultimately “sit on a shelf.”

With Downtown Strategies, we meet communities where they are. We build on your existing plans and ideas rather than reinventing the wheel and duplicating efforts. **What we deliver, you can implement.**

Critical factors for successful implementation:

- Community Buy-In
- Communication
- Support
- Resources

The Five Pillars

Through our Downtown Strategic Visioning process, we assess the five pillars of your downtown’s mix to provide a true **downtown roadmap**.



Palmdale, California

“... our team has been aggressive in making sure we are implementing strategic efforts in maneuvering Palmdale to be better prepared for the post-COVID-19 economic marketplace. That’s why we hired Retail Strategies.”

Luis Garibay, Director Economic & Community Development



Scope of Services: Downtown Strategic Plan

Support from your immediate team isn't enough to see transformational change within your community. Our workshops generate the needed **community buy-in** from stakeholders to ensure that all parties with a vested interest believe in the vision and are committed to successful implementation.

Once stakeholders leave our session, they're excited, eager, and ready to contribute to the successful implementation of the overall vision. Consistent **communication** between our team, your team, and stakeholders is critical to maintain the momentum and commitment.

Strategic Visioning Workshop

- We begin the process with a detailed kick-off call to introduce our team and examine the current status of your Downtown.
- An electronic community input survey will be circulated to gain insight on your Downtown's past, present, and future.
- Next, we host an in-market stakeholder input session with property owners, merchants, business owners, community leaders, and elected officials to gain feedback and allow open dialogue.

Market Analysis

- Identification of market trade area using mobile data analysis
- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Consumer Spending Pattern Reports
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Walkability Assessment
- Downtown Neighborhood Demographics

Downtown Five-Year Strategic Plan

Your downtown will be evaluated and a customized, strategic, asset-based, and market driven plan will be presented to your team. This plan will include practical, actionable, and transformational strategies defined and developed considering the following:

- Connectivity & Walkability
- Landscaping & Streetscapes
- Public Art
- Historic Preservation
- Special Events & Promotions
- Wayfinding Signage
- Transportation & Parking
- Messaging & Branding
- Hospitality
- Retail & Restaurant Recruitment
- Backfilling Vacancies
- Real Estate Analysis
- Supporting Entrepreneurs
- Incentives & Financial Tools
- Zoning & Codes
- Identifying Partnerships
- Catalyst Projects
- Community Input Survey Results



Scope of Services: Implementation Support

Our **implementation support** keeps your team on track by providing accountability, benchmarks, and success stories to share with the community and stakeholders throughout the life of the partnership. Our strategies and recommendations are based on three stages of time and monetary investment:

- **little to no cost with immediate impact** – just time and energy!
- **minimal investment** that requires proper partnerships & persistence
- **long-term investment** for substantial projects

This allows for your team to build capacity, assemble funds, and generate partnerships and **resources** that allow for the successful implementation of our plan.

Strategic Vision Implementation Support

- Implementation support of **one (1) – Year 1 recommendation** from strategic plan - collaboratively identified - and development of associated documents, collateral and resources necessary for successful implementation.
- Support via email and Zoom to provide collaboration, assess progress, troubleshoot roadblocks, and provide accountability for implementation.
- Data and analytics available upon request

Downtown Real Estate Analysis + Property Owner Toolkit

- Real Estate analysis deliverable identifying approximately five (5) pieces of real estate prime for adaptive re-use, infill, higher and better use, or new development within the downtown.
- **One (1)** hour virtual property owner training to deliver custom market analysis, business recruitment outlook, and marketing toolkit overview.

Marketing Toolkit:

- Custom Site-Specific Property Flyers
- Custom Downtown Community Flyer
- Custom Downtown “There’s Opportunity Here” window signs to promote opportunity rather than vacancy.



Ongoing Implementation Support - Years 2 & 3 (add-on)

- Ongoing implementation support for **three (3)** additional strategic recommendations (per year) - to be collaboratively identified - and development of associated documents, collateral, and resources necessary for successful implementation.
- Ongoing support via email and Zoom to provide collaboration, assess progress, troubleshoot roadblocks, and provide accountability for implementation.
- Delivery of new and refreshed data and analytics.

Recommendations: Your Timeline



These recommendations can be implemented now, with **minimal cost** and for **immediate impact**.



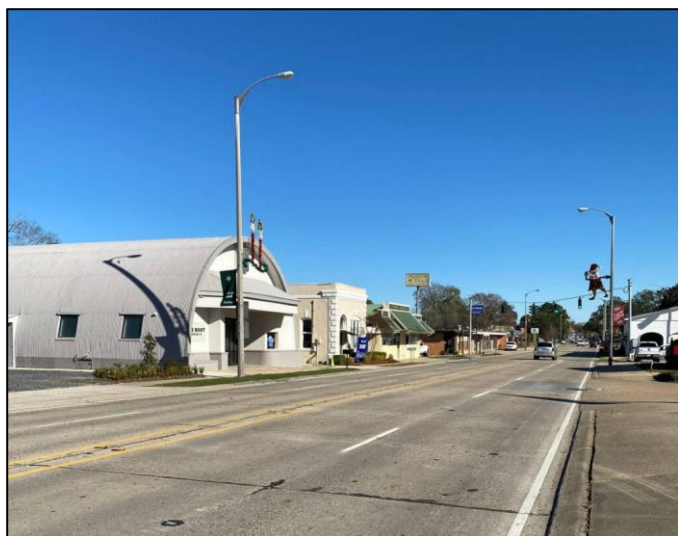
Plan now to implement these recommendations in the next 1-2 years.

With **proper partnerships & persistence**, these initiatives will elevate your community with reasonable investment.



These recommendations represent substantial projects requiring long-term investment.

Position your community for **transformational change**.



Sample Design Recommendation: Zachary, LA

Partnership Timeline



Day 1-30

Day 30-60

Day 60 - 120

Day 120 - 365

DISCOVERY

Kick-off Call
Workshop Schedule
Community Input Survey

STEP 01

We begin the process of your Downtown Strategic Visioning Workshop with a detailed conference call with your team to introduce ourselves and examine the current status of your Downtown area.

We'll learn about your community and Downtown organization's governance structure, discuss goals that have already been internally identified, and uncover existing roadblocks to your community achieving its highest purpose.

STEP 02

Next, we'll engage in a detailed discovery phase, in which our team will independently analyze customized data regarding your community's retail mix, economic vitality, and opportunities for growth.

STRATEGIC VISIONING WORKSHOP & WALKING TOUR

An **in-market process** where our team engages stakeholders, merchants, and community leaders in thought provoking conversation, combined with independent discovery and market analysis, to provide a strategic, asset-based and market driven plan.

FIVE-YEAR DOWNTOWN STRATEGIC VISION

Strategic Plan created and delivered

Includes:

- Market Analysis
- Community input survey results
- Market driven and asset-based transformation strategies

IMPLEMENTATION SUPPORT - JUMPSTART

- Implementation support of **one (1) – Year 1 recommendation** from strategic plan.
- Support via email and Zoom to provide collaboration, assess progress, troubleshoot roadblocks, and provide accountability for implementation.
- Data and analytics available upon request
- **Downtown Real Estate Analysis & Property Owner Training Toolkit**



The timeline of our overall partnership(s) will be established upon execution of a contract and further defined during the partnership kick-off call(s).

Your Team

Jenn Gregory, President, Downtown Strategies



Jenn is the president of Downtown Strategies, where her focus is on community development for our client communities. Through her Downtown Strategic Visioning Workshop process, Jenn advises communities on market analysis, tourism, economic vitality, and design updates for downtown areas. She also directly assists small businesses in client communities with elevating their digital presence, enhancing their omni-channel marketing strategies, and understanding market challenges in a post-COVID world.

Jeremy Murdock, Community Development Specialist, Downtown Strategies



As the Community Development Specialist for the Downtown Strategies Team, Jeremy utilizes his background in landscape architecture and urban design to analyze the physical condition of our clients' downtown areas. In addition to facilitating strategic visioning workshops and developing strategic plans, he helps community leaders take action by coordinating efforts with our downtown implementation clients.

Elliott Cook, Director of Real Estate, Downtown Strategies



As the director of real estate, Elliott conducts workshops and executes our Downtown Strategic Plans with a focus on local real estate assets. Elliott specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area. His primary role is to leverage industry relationships and knowledge to assist retailers' expansion in our client communities.

Laura Marinos, Director of Client Services, Downtown Strategies



As the Director of Client Services, Downtown Strategies Laura oversees the day-to-day management and implementation of services for downtown clients. She specializes in market research, strategic plans, project coordination, and team operations for the Downtown Strategies division of Retail Strategies. Acting as a liaison between clients and the operations team, Laura's attention to detail and knack for processes make for an excellent client experience.

Matthew Tate, Director of Business Development, West Coast



Matthew Tate brings over 8 years of experience working closely with municipalities to help educate them on their retail potential. In his professional experience, Matthew has worked hand-in-hand with city leaders to help create and execute successful retail recruitment strategies across the country.

A native of California, he leads our West Coast expansion through his strong relationships with city managers, economic development professionals, and elected officials. In addition to his work with municipalities Matthew also worked directly 150+ retail, restaurant, healthcare and hospitality brands to leverage data and analytics in order to help find new locations and new customers across the country.

RETAIL STRATEGIES

Investment

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.

We ask all our future partners to consider a 3-year mindset when considering a partnership with us. Retail recruitment is an ongoing process with most decisions taking between 18 and 36 months.

Pricing valid for 60 days

	Service	Investment
Year 1	Retail Academy & Proactive Recruitment	\$40,000
	Downtown Workshop + 5 Year Plan	\$20,000
	Year 1 Investment	\$60,000
Year 2	Retail Recruitment	\$40,000
	Year 2 Investment	\$40,000
Year 3	Retail Recruitment	\$40,000
	Year 3 Investment	\$40,000
	Total 3-Year Partnership Investment	\$140,000

Palmdale, California

"... our team has been aggressive in making sure we are implementing strategic efforts in maneuvering Palmdale to be better prepared for the post-COVID-19 economic marketplace. That's why we hired Retail Strategies."

Luis Garibay, Director Economic & Community Development





retail strategies

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