

LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
December 7, 2021

AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

7:00 pm CLOSED SESSION

This item has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d)(4). The City Attorney will provide an oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. Government Code Section 54957
Public Employee Performance Evaluation – City Manager

In the event that all the items on the closed session agenda have not been deliberated in the time provided, the City Council may continue the closed session at the end of the regularly scheduled Council Meeting.

ADJOURNMENT

7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. INVOCATION
- c. PLEDGE OF ALLEGIANCE
- d. ROLL CALL
- e. CLOSED SESSION REPORT
- f. AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

PUBLIC COMMENT

Public comment will be in accordance with the attached policy. This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff. Public comment will be available for items on the agenda.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

2-1 Department & City Manager Reports

CONSENT CALENDAR – Section 3

Items considered routine in nature are placed on the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Council member or member of the public requests individual consideration.

- 3-1 Approval – Minutes – Regular Meeting – November 16, 2021
- 3-2 Approval – Resolution 2021-30 – Committing Ambulance Fine Revenues for the Purpose of Emergency Medical Service Training and Equipment for the Lemoore Volunteer Fire Department
- 3-3 Approval – Bid Award – Lemoore Youth Sports Complex Shade Structures
- 3-4 Approval – Memorandum of Understanding (MOU) between the City of Lemoore and Diamante Catering, LLC.

PUBLIC HEARINGS – Section 4

Report, discussion and/or other Council action will be taken.

No Public Hearings.

NEW BUSINESS – Section 5

Report, discussion and/or other Council action will be taken.

- 5-1 Report and Recommendation – Resolution 2021-31 – Declaring Two Parcels Owned by the City of Lemoore as Surplus Land and Authorize the City Manager to Send Surplus Land Notices of Availability. The parcels are located on the south side of East D Street, between Oleander Avenue and Smith Avenue (APNs 023-020-065 and 023-020-064) (Brandt)
- 5-2 Report and Recommendation – City Council Rules and Procedures – Ad Hoc Committee (Speer)
- 5-3 Report and Recommendation – Lemoore Redistricting Process (Speer)

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports / Requests

Upcoming Council Meetings

- City Council Special Meeting, Tuesday, December 8, 2021
- City Council Regular Meeting, Tuesday, December 21, 2021 – CANCELLED
- City Council Regular Meeting, Tuesday, January 4, 2022

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council Agenda for the meeting of December 7, 2021 at Council Chamber, 429 C Street and Cinnamon Municipal Complex, 711 W. Cinnamon Drive, Lemoore, CA on December 3, 2021.

//s//

Marisa Avalos, City Clerk

CITY OF LEMOORE
CITY COUNCIL REGULAR MEETING
DECEMBER 7, 2021 @ 7:00 p.m. / 7:30 p.m.

Attendance and Public Comment Changes Due to COVID-19

The Lemoore City Council will be conducting its regular meeting on December 7, 2021. Given the current Shelter-In-Place covering Kings County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes for attendance and public comment.

All upcoming regular and special City Council meetings **will be open to fifteen (15) members of the public on a first come, first served basis and via Zoom.** The meeting may be viewed through the following options:

- Join Zoom Meeting
- Please click the link below to join the webinar:
- <https://us06web.zoom.us/j/89593193336?pwd=cjJHM0taRm45YzV6Q0owQXdHT3Y2UT09>
- Meeting ID: 895 9319 3336
- Passcode: 968556
- Phone: +1 669 900 6833

The City will also provide links to streaming options on the City's website and on its Facebook page.

If you wish to make a general public comment or public comment on a particular item on the agenda, **participants may do so via Zoom during the meeting** or by **submitting public comments by e-mail to: cityclerk@lemoore.com**. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

General Public Comments & Comments on City Council Business Items

For general public comments and comments regarding specific City Council Business Items, public comments can be made via Zoom during the meeting or all public comments must be received by e-mail no later than 5:00 p.m. the day of the meeting. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 5:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 5:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting.

Public Hearings

For public comment on a public hearing, all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting.

PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.

The City thanks you for your cooperation in advance. Our community's health and safety is our highest priority.

November 16, 2021 Minutes Lemoore City Council Study Session Meeting

CALL TO ORDER:

At 5:32 p.m., the meeting was called to order.

ROLL CALL: Mayor: LYONS
Mayor Pro Tem: MATTHEWS
Council Members: CHANEY, GORNICK, ORTH

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Police Chief Kendall; City Clerk Avalos.

5:30 p.m. STUDY SESSION

SS-1 American Rescue Plan Act (ARPA) of 2021 (Speer)

Assistant City Manager Speer presented to Council on the American Rescue Plan Act (ARPA) which included:

- *ARPA was signed into law by President Biden on March 11, 2021*
- *Funding Schedule*
 - *The City of Lemoore is expected to receive \$6,393,188 in ARPA Funding*
 - *The City received half of the allocation in July 2021; \$3,196,594*
 - *The second disbursement is expected in July 2022*
 - *Funds may be used upon disbursement and through December 2024*
 - *For infrastructure projects, where funds have been committed, final disbursement must be made by December 31, 2026.*
- *Staff is seeking direction from City Council on projects for use of ARPA funding*
 - *Prioritize potential projects*
 - *Assign potential allocations to projects for City staff use*
- *Eligible Uses*
 - *Within the categories of eligible uses. Recipients have broad flexibility to decide how best to use funding to meet the needs of their communities*
 - *The interim Final Rules provides that funds may be used to:*
 - *Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff, such services may include:*
 - *Vaccination Programs*
 - *Testing*
 - *Contract tracing: including personnel*
 - *PPE purchases*
 - *Enforcement of public health orders*
 - *Public communication efforts*
 - *Capital Investments in public facilities to meet pandemic operational needs*
 - *Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries and the public sector, eligible expenses may include:*
 - *Delivering assistance to workers and families*
 - *Supporting small businesses*
 - *Speeding the recovery of the tourism, travel and hospitality sectors*
 - *Rebuilding public sector capacity*

- *Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors*
- *Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and storm water infrastructure, and to expand access to broadband internet*
- *Committed Funds*
 - *Council took action in October and November of 2021 to pay premium pay to City employees*
 - *Total commitments for premium pay are approximately \$2.5M over three fiscal years*
- *City of Lemoore Allocation Remaining: \$3,893,188 – Potential Projects:*
 - *ERP Software*
 - *Water Infrastructure*
 - *Lemoore Volunteer Fire Association/Non-Profits*
 - *Reinstatement of Staff*
 - *COVID Compliance*

Council Member Orth asked for consensus to create an Ad Hoc Committee regarding ARPA to include 2 Council Members, 2 Council Members, and selection process for citizens. Consensus was received.

Mayor Lyons recused himself from the conversation.

Motion by Council Member Orth, to provide \$350,000 to the Volunteer Fire Department Association.

There was no second. Motion Failed.

Motion by Mayor Pro Tem Matthews, seconded by Council Member Orth, to provide \$300,000 to the Volunteer Fire Department Association.

Ayes: Orth, Matthews

Noes: Gornick, Chaney

Abstain: Lyons

Adjourned to Closed Session at 6:30 p.m.

CLOSED SESSION

1. Government Code Section 54957
Public Employee Performance Evaluation – City Manager
2. Government Code Section 54956.9
Conference with Legal Counsel – Exposure to Litigation
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9
One Case
3. Government Code Section 54956.9(d)(1)
Conference with Legal Counsel - Existing Litigation
In Re: National Prescription Opiate Litigation; U.S. District Court, N.D. Ohio, Eastern Division; Case No. Case No. 1:17-md-2804
4. Government Code Section 54956.9
Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9
One Case

Closed Session adjourned at 7:36 p.m.

**November 16, 2021 Minutes
Lemoore City Council
Regular Meeting**

CALL TO ORDER:

At 7:37 p.m., the meeting was called to order.

ROLL CALL: Mayor: LYONS
Mayor Pro Tem: MATTHEWS
Council Members: CHANEY, GORNICK, ORTH

City Staff and contract employees present: City Manager Olson; Assistant City Manager Speer; City Attorney Lerner; Police Chief Kendall; Public Works Director Rivera; Management Analyst Champion; Management Analyst Reeder; City Clerk Avalos.

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

None.

CLOSED SESSION REPORT

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews to opt in for the Opioid Settlement.

Motion passes 5-0.

PUBLIC COMMENT

Jules Amores the Administrator of Filipinos of Kings County invited the City Council and staff to the Filipino Community Holiday on December 4, 2021 at Heritage Park from 9:00 a.m. to 8:00 p.m. Lunch time will be at 11:00 a.m. Requesting support by the presence of Council Members. There will be food, presents, games and music. It is a free event. He also inquired about the restrooms at Heritage Park.

Ben Price inquired about the curtesy warnings that he received from the Police Department in regards to street sweeping. He stated that it has not been enforced in the past and the streets have not been swept. He would like to know more information on the parking situation.

CEREMONIAL / PRESENTATION – Section 1

No Ceremonies / Presentations.

DEPARTMENT AND CITY MANAGER REPORTS – Section 2

Assistant City Manager Speer reminded Council that the Employee Appreciation Breakfast is November 17th. She informed Council that the special public hearing for the redistricting process is on December 8th at 5:30 p.m. A consultant will be onsite to present. City Offices will be closed on November 25th & 26th in observance of the Thanksgiving holiday.

City Manager Olson stated that there have been equipment delays for ongoing wastewater testing. He inquired about the cancellation of the Council Meeting on December 21st. Consensus was received to cancel the meeting.

CONSENT CALENDAR – Section 3

- 3-1 Approval – Minutes – Regular Meeting – October 19, 2021
- 3-2 Approval – Second Reading – Ordinance 2021-08 – Adding Chapter 1.5 to Title 4 of the Lemoore Municipal Code Implementing Mandatory Organic Waste Disposal Reduction – SB 1383
- 3-3 Approval – Resolution 2021-28 – Authorizing Continued Use of Remote Teleconferencing Provisions (AB 361)
- 3-4 Approval – Resolution 2021-29 – Review and Renew the Declaration of a Local Emergency, and the Related Declarations and Orders Therin.
- 3-5 Approval – Bid Award – SB-1 Street Improvement – CIP 5018
- 3-6 Approval – Bid Award – Water Treatment Plant Chemicals
- 3-7 Approval – Tyler Technologies Contract Amendment for Conversion Services
- 3-8 Approval – Agreement between the City of Lemoore and AdEdge for Methane Remediation (*This item be provided at the meeting as a handout*)

Motion by Council Member Orth, seconded by Mayor Pro Tem Matthews, to approve the Consent Calendar, as presented.

Ayes: Orth, Matthews, Gornick, Chaney, Lyons

PUBLIC HEARINGS – Section 4

No Public Hearings.

NEW BUSINESS – Section 5

No New Business.

BRIEF CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports / Requests

Council Member Orth congratulated the Fireman and Police Officer of the year. Thanked Fire, Police, and staff for everything they do. He stated that he thinks the Employee Appreciation Breakfast will be a great event. He announced that an Ad Hoc Committee will be created for the ARPA funds. He stated that the City is looking for citizens to sit on the committee.

Council Member Gornick wished everyone a wonderful Thanksgiving.

Council Member Chaney thanked all City employees, Police and Fire.

Mayor Lyons thanked all City staff, Fire and Police. He thanked everyone who attended the Veterans parade. He was pleasantly shocked at how many people attended. He was happy to have a traditional parade.

Mayor Pro Tem Matthews stated that KWRA is no longer discussing the thought of dissolving the JPA. She requested study session in regards to recyclables. There will be a KCAO food distribution on November 24th at 9:00 a.m. She encourages everyone to get there early. She attended the Veterans 3k/5k walk/run. Over 200 people registered for the event. The Veterans Day parade was a huge success. She gave a shout out to the Recreation department. Downtown Lemoore Holiday Stroll is on November 20th, Tree Raising is November 28th, Christmas Parade is December 4th, Breakfast with Santa is December 12th.

ADJOURNMENT

At _____ p.m., Council adjourned.

Approved the 7th day of December 2021.

APPROVED:

Stuart Lyons, Mayor

ATTEST:

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-2

To: Lemoore City Council
From: Michelle Speer, Assistant City Manager/Admin. Services Director
Date: November 24, 2021 **Meeting Date:** December 7, 2021
Subject: Resolution 2021-30 – Committing Ambulance Fine Revenues for the Purpose of Emergency Medical Service Training and Equipment for the Lemoore Volunteer Fire Department

Strategic Initiative:

<input checked="" type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input checked="" type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
<input type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

Proposed Motion:

Approve Resolution 2021-30, committing Ambulance Fine revenues for the purpose of providing training and equipment to the City of Lemoore Volunteer Fire Department in order to enhance EMS response, and authority the City Manager, or designee to allocate funds to the Lemoore Volunteer Fire Department through the budgetary process for the prescribed use.

Subject/Discussion:

American Ambulance serves all of Kings County for emergency medical services (EMS), emergency ambulance services and advanced life support services. The agreement with American Ambulance is between the Kings County Board of Supervisors, most recently dated October 13, 2020. Kings County EMS services have been provided by a contracted provider, so none of the local jurisdictions operate their own ambulance/paramedic services.

The agreement between Kings County and American Ambulance establishes a fine/fee structure that is directly related to the response times of American Ambulance to calls for service. In 1998, Kings County established a subcommittee of the Kings County Ambulance Commission (KCAC), which established a disbursement method for fines collected. The City of Lemoore is entitled to a portion of the fines assessed, directly

related to population. The agreement between Kings County Board of Supervisors and American Ambulance does not specifically dictate eligible uses for revenues received related to fines assessed. City Staff reached out to the KCAC for direction and was told that the funds should be used for EMS related training and equipment; anything that can assist the local agency with response to EMS calls for service.

Currently, ambulance fines received are provided to the Lemoore Volunteer Fire Department for their use, however, legal documentation does not exist to ensure that ambulance fines continue to be utilized in that manner in the future.

City Staff recommends that City Council adopt Resolution 2021-30, committing ambulance fines for the purpose of providing necessary EMS training and equipment to the Lemoore Volunteer Fire Department for support in EMS response. Adoption of Resolution 2021-30 will ensure that future administrations utilize the ambulance fine revenues for their intended purpose.

Financial Consideration(s):

Adoption of Resolution 2021-XX will ensure that revenues received from ambulance fines are appropriately allocated to the Lemoore Volunteer Fire Department for the purposes of EMS response.

Annual revenues for ambulance fines vary significantly based on the calls for service and success of American Ambulance to meet their required response times. On average the City receives approximately \$10,000 per fiscal year.

Alternatives or Pros/Cons:

City Council may deny the resolution, in which case ambulance fines will be reported within the general fund, and may be used for any City use.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

City staff recommends adoption of Resolution 2021-30, authorizing the City Manager, or designee, to ensure proper use of ambulance fine revenues.

Attachments:

☒ Resolution: 2021-30

☐ Ordinance:

☐ Map

☐ Contract

☒ Other

List: County of Kings Agreement 20-128

Review:

☒ Asst. City Manager

☒ City Attorney

☒ City Clerk

☒ City Manager

☐ Finance

Date:

11/24/2021

12/2/2021

12/2/2021

12/2/2021

RESOLUTION NO. 2021-30

**A RESOLUTION OF THE LEMOORE CITY COUNCIL COMMITTING
AMBULANCE FINE REVENUES FOR THE PURPOSE OF EMERGENCY
MEDICAL SERVICE (EMS) TRAINING AND EQUIPMENT FOR THE
LEMOORE VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the City of Lemoore, through its City Manager proposes to commit ambulance fine revenues received for the purposes of providing EMS training and equipment for the Lemoore Volunteer Fire Department

WHEREAS, Emergency Medical Services, Emergency Ambulance Services and Advanced Life Support Services are provided to the City of Lemoore by a contracted provider;

WHEREAS, the contracted provider is contracted through a county-wide contract through the Kings County Board of Supervisors;

WHEREAS, County of Kings Agreement Number 20-128, entered into most recently in October 2020, established an agreement with American Ambulance for the emergency medical services, emergency ambulance services and advanced life support services;

WHEREAS, County of Kings Agreement Number 20-128 established a fine structure for American Ambulance related to specific parameters including call-for-service type, location and response time requirements.

WHEREAS, in 1995 the Kings County Board of Supervisors created the Kings County Ambulance Commission;

WHEREAS, in 1998 the Kings County Board of Supervisors created a subcommittee of KCAC, which provided requirements for disbursement of ambulance fines to other local agencies within the County, including the City of Lemoore;

WHEREAS, County of Kings Agreement Number 20-128 does not specifically state allowed use of funds received through the ambulance fine structure;

WHEREAS, the Kings County Ambulance Commission intended for ambulance fine revenues received to be utilized for the purpose of supporting local agency training and response for EMS calls for service;

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

1. Ambulance fines received by the City of Lemoore shall be utilized to provide training and equipment to the Lemoore Volunteer Fire Department for purposes of supporting EMS response.
2. The City of Lemoore Finance Department shall report the revenues in any legal means necessary to ensure appropriate use of the funds.
3. Revenues received through County of Kings Agreement Number 20-128, and any subsequent agreement for similar services, shall be accounted for in the City of Lemoore annual budget, as well as expenditures related to the use of ambulance fine funds.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 7th day of December 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor

EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT FOR
EMERGENCY AMBULANCE SERVICE AND ADVANCED LIFE SUPPORT
(PARAMEDIC)
AMBULANCE SERVICE

Kings County Agreement Number: 20-128

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EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT FOR EMERGENCY
AMBULANCE SERVICE AND ADVANCED LIFE SUPPORT (PARAMEDIC)
AMBULANCE SERVICE

THIS AGREEMENT is made and entered into this 13th day of October, 2020 (this "Agreement"), by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "the County," and K.W.P.H. Enterprises, doing business as American Ambulance, a California corporation hereinafter referred to as "Contractor."

W I T N E S S E T H

WHEREAS, the County is authorized by law to approve and implement an emergency medical services system for the provision of emergency medical services and ambulance services to persons within Kings County; and

WHEREAS, the County designated the Fresno County Department of Public Health as the local Emergency Medical Services (EMS) Agency for the County of Kings pursuant to California Health and Safety Code Section 1797.200; and

WHEREAS, the County and its EMS Agency recognize the need for the provision of emergency medical services and ambulance transport services for those residents and visitors of Kings County who may become ill or injured; and

WHEREAS, the County and its EMS Agency desire to limit the number of providers of emergency ambulance service and advanced life support (paramedic) ambulance service in order to continue to maintain a cost effective system of ambulance services which provides high quality medical care; and

WHEREAS, pursuant to Division 2.5 of the California Health and Safety Code, the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act," or the "EMS Act," the EMS Agency, upon the recommendation of the County, established an exclusive operating area ("EOA") for emergency ambulance service and advanced life support (paramedic) ambulance service and thereby restricted the number of providers of such services operating within the EOA; and

WHEREAS, the EMS Agency prepared for the County a Request for Proposals (the "RFP") for the selection of a provider of emergency ambulance service and advanced life support (paramedic) ambulance service for the EOA; and

WHEREAS, on January 15, 2020, County issued the RFP; and

WHEREAS, on March 2, 2020, Contractor submitted its credentials, proposal, proposer's price sheet, and proposer's budget information (the "Proposal"); and

WHEREAS, pursuant to the EMS Act and the EMS Agency's EMS Plan, the County, upon the recommendation of the EMS Agency, selected the Contractor as the provider of such services within the EOA; and

WHEREAS, Contractor desires to provide ambulance service and emergency medical services at the advanced life support (paramedic) level as authorized by law within Kings County and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration in the premises, representations, covenants, terms, conditions, agreements, and assurances set forth herein, the sufficiency, adequacy, and receipt of which are hereby acknowledged, County and Contractor hereby agree as follows:

I. LOCAL EMERGENCY MEDICAL SERVICES AGENCY

The parties acknowledge and agree that the County designated a local Emergency Medical Services (EMS) Agency for County with the authority to plan, implement, and evaluate an emergency medical services system in Kings County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The parties further acknowledge and agree that the EMS Medical Director of the EMS Agency has the full authority of a medical director set forth in Health and Safety Code Section 1798.

II. SCOPE OF AGREEMENT

The parties acknowledge and agree that the execution of this Agreement shall fulfill any and all of the requirements for a written agreement with the EMS Agency for agencies providing advanced life support services as specified in Section 100158 of Title 22 of the California Code of Regulations.

III. TERMS AND CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL

All terms and conditions set forth in the RFP, including any issued addenda thereto, and all terms and conditions set forth in Contractor's Proposal in response to RFP, shall form an integral part

of this Agreement and are hereby incorporated herein by reference. The parties also acknowledge that the RFP sets forth the conditions of this Agreement under which this Agreement may be modified based upon changes in the provision of medical services in the community and reimbursement therefor. If such modifications are made, the County and the EMS Agency may adjust performance and staffing requirements herein consistent with the modifications in EMS operational and medical standards that may be established by the EMS Agency in order to re-engineer the local EMS System.

IV. PERFORMANCE STANDARDS

A. DUTIES OF CONTRACTOR

The Contractor shall furnish and/or manage ambulance and dispatch services, field operations, billing/collection services, personnel management, vehicle and equipment maintenance, in-service training of the Contractor's personnel, quality improvement monitoring, purchasing and inventory control, and numerous related support services. The radio frequencies and repeater sites currently being utilized in Kings County are the responsibility of Contractor, and any associated costs related to maintaining the radio system infrastructure will be the responsibility of Contractor. All vehicles used in the provision of services for this Agreement, selected on-board durable or reusable equipment, all communication infrastructure, outside of that directly provided by the County, and all other equipment and software employed by the Contractor in the direct delivery of these services shall be furnished by the Contractor.

All billings shall be conducted according to the billing standards specified in this Agreement. The Board of Supervisors shall have the authority to regulate maximum allowable user fees as specified in Sections V.B. and V.C., herein.

The Contractor shall not set its fees above the maximum user fees established by the Board of Supervisors.

The Contractor shall maintain a central ambulance facility, maintenance and storage facility, and maintain all EMS equipment and facilities; recruit, supervise, and manage personnel, and provide or arrange for in-service training of Contractor's personnel, including, but not limited to, all dispatchers, field, and billing personnel; propose and provide justification for fee changes; manage all billing and collection functions; provide data in a manner consistent with the requirements in this Agreement; cooperate with and respond to the EMS Agency and the EMS Medical Director on matters related to patient care; and generally manage all aspects of its ambulance system operation.

As compensation for services rendered, the Contractor shall receive:

- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s); and

- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- Compensation for ambulances services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.

By submitting its Proposal in response to the RFP and entering into this Agreement, the Contractor promises, covenants, warrants, and agrees to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance standards required by the terms and conditions of this Agreement. While the Contractor's Proposal included descriptions of initial vehicle deployment plans and basing models, as well as dispatch center coverage as estimated by the Contractor to be sufficient or even in excess of that necessary to meet the performance standards required hereunder, the receipt and evaluation of the Contractor's Proposal by the County and EMS Agency and execution of this Agreement shall not be construed as acceptance of the sufficiency of Contractor's proposed level of effort to provide services. Rather, in evaluating the Contractor's Proposal, the County and EMS Agency neither accept nor reject the Contractor's level of effort to provide services.

The Contractor shall provide emergency ambulance and advanced life support (paramedic) ambulance services within the EOA twenty-four (24) hours-per-day, seven (7) days per week during the effective term of this Agreement, according to the terms and conditions set forth within said Agreement. Further, the Contractor shall be responsible for responding to all requests for ambulance service within the EOA as received by a ambulance dispatch center and for transporting all patients that require an ambulance operated by an emergency ambulance service and/or an advanced life support (paramedic) ambulance service. The ambulance dispatch center operated by the Contractor shall coordinate requests for ambulance services county-wide including, but not limited to, ambulance service areas that are outside of the EOA but within Kings County, and EMS aircraft coordination. Consistent with the provision of such service, the Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus, and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement.

The Contractor must perform to the response times as specified in this Agreement. The response time standards may be adjusted by the EMS Agency upon reasonable advanced written notice by the County to the Contractor throughout the course of this Agreement as needed to maintain a medically- and cost-effective system of emergency care. Such changes may qualify the Contractor for a compensation adjustment under Section V.C.3.

Contractor shall respond to all requests for ambulance service, whether immediate, urgent, or scheduled, as received by the ambulance dispatch center and located within the EOA or within an instant or mutual aid responsibility of the Contractor.

At any time during the term of this Agreement, the EMS Medical Director may authorize EMS Dispatch Protocols to categorize requests by call priority so that some requests will not require an ambulance dispatch. The Contractor shall be an active participant, along with the Regional Medical Control Committee, local managed care organizations, ambulance dispatchers, and the EMS

Agency, in analyzing and developing such protocols.

The Contractor shall, at a minimum:

1. Operate an ambulance system within the EOA in order to meet all response time and clinical standards.
2. Employ and manage competent ambulance personnel and ambulance dispatchers.
3. Maintain and staff a local business office within Kings County for customer inquiries.
4. Provide or contract for employee in-service training.
5. Provide or contract for equipment maintenance.
6. Provide ambulance units and other vehicles as necessary or specified herein.
7. Furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.
8. Furnish supply inventory and all necessary supplies.
9. Operate an ambulance dispatch center for county-wide services and an ambulance system within the EOA to meet all response time and clinical standards.
10. Maintain good working relations with all other health care providers and personnel.
11. Maintain good working relationships with fire departments for continued first responder support, and use of fire department facilities as ambulance posts, if applicable.
12. Secure new or replacement ambulance post locations as necessary.
13. Maintain good working relations with law enforcement agencies.
14. Market scheduled transport work and other ancillary services to improve system and disaster response capacity.
15. Ensure courteous and professional conduct of office, communication center, and field personnel at all times.
16. Maintain neat, clean, and professional appearance of personnel, equipment, and facilities.
17. Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.
18. Promote and maintain a good reputation in Kings County through participation in:
 - a. Publishable research;
 - b. Industry affairs;
 - c. Prompt response and follow-up to inquiries and complaints;
 - d. Leadership and participation in community activities; and

- e. Public information and education including press relations, explanations regarding fees, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion including the provision of CPR and first aid training to the public (e.g., health fairs, school programs, radio and local talk shows and business group meetings).

19. Participate actively in the medical audit process, and provide special training/support for personnel in need of such assistance or skills. The Contractor shall maintain knowledge of developments in equipment and procedures throughout the industry and report such developments to the EMS Agency.

20. Maintain state and local vehicle permits and personnel certifications.

21. Cause the EMS Agency Policies and Procedures to be properly implemented and maintained in the field through personnel in-service training, revisions, and amendments to Contractor's employee handbook, newsletters, and employee orientations.

22. Advise the EMS Agency of any financial implications of system changes under consideration.

23. When requested by neighboring jurisdictions, analyze services and develop a proposal to furnish services to such jurisdictions.

24. Provide for data processing, billing, collection, and reporting system.

25. Provide adequate numbers of EMS Training Officers for pre-hospital training programs.

26. Provide data and records to the EMS Agency, the Regional Medical Control Committee, and the Kings County Ambulance Commission.

27. Operate an ambulance dispatch center including the provision of call prioritization and medical pre-arrival instruction according to the standards established by the EMS Agency.

28. Provide, upon request, in-service training to first responder personnel on procedures for basic life support (BLS) to assist paramedic personnel (paramedic assist training).

29. Provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and is authorized by the California Highway Patrol as an emergency response vehicle.

30. Provide continuous supervision of its operations through a Field Supervisor.

B. COUNTY AND EMS AGENCY RESPONSIBILITIES

The County and EMS Agency shall have the following responsibilities with regard to this Agreement:

1. Approve and implement an Emergency Medical Services (EMS) System consistent with state law and regulation and authorize a system of advanced life support (paramedic) services

and medical direction.

2. Provide a system of medical oversight/medical direction for the EMS System and a coordinated quality assurance and quality improvement program for the EMS System.

3. Refer calls for ambulance, advanced life support (paramedic) services, and emergency medical services within the geographic areas set forth herein to the Contractor in accordance with established EMS Agency Policies and Procedures.

4. Designate the Contractor as the exclusive provider of emergency ambulance services and advanced life support (paramedic) ambulance services for the EOA, consistent with the terms and conditions of this Agreement, the Local EMS Plan, and the EMS Act.

5. Assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor's prehospital and dispatch personnel providing service according to the standards established by the EMS Agency.

6. Perform periodic inspections of the Contractor's ambulance service records, vehicles, facilities, personnel certifications, and patient billings.

7. In the event of the reduction or termination of emergency medical services, be responsible for complying with all laws, if any, respecting reduction or termination of such services in effect at the time of the termination.

8. Administer this Agreement in order to monitor the performance of services that are the subject of this Agreement.

9. As required by law, conduct periodic competition to select the EOA's provider of emergency ambulance services and advanced life support (paramedic) ambulance services.

10. To review and, in its discretion, as provided herein, approve the user fees charged by the Contractor.

11. To review and, in its discretion, as provided herein, approve contractual commitments made by the Contractor when such commitments would extend beyond the term of this Agreement.

12. Allow contractor use of the current EMS communication system infrastructure, as specified herein, with future maintenance of the system becoming the responsibility of Contractor.

13. Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.

The County will cause the EMS Agency to carry out the responsibilities of the EMS Agency under this Agreement.

C. PERFORMANCE AGREEMENT

The Contractor's proposed level of effort to provide services under this Agreement does not relieve the Contractor from performing its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency, regardless of the level of effort needed. That is, while the County and EMS Agency are interested in the Contractor's credentials,

key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and the like, the County and EMS Agency are more interested in, and therefore require, the Contractor's actual performance under this Agreement according to the terms and conditions of this Agreement to the satisfaction of the County and the EMS Agency. The Contractor's obligations to perform under this Agreement may be summarized as follows:

When a request for services is received by the Contractor at the ambulance dispatch center, an appropriately trained ambulance dispatcher must answer that request promptly, must follow approved EMS dispatch policies and procedures, offer planned pre-arrival assistance, and must manage the appropriate EMS response given the nature of the request and the competing demands upon the system at that point and time including, when appropriate, the notification of non-transport first responders and EMS aircraft provider agencies. At any time during the term of this Agreement, with the approval of the EMS Medical Director, this may include referring low priority requests to the calling party's managed care plan or the Contractor providing "advice nurse" services under contract to managed care plans and integrated delivery systems.

Ambulance response times must meet the response time standards set forth herein, and every ambulance unit provided by the Contractor must, at all times, be equipped and staffed to operate at the appropriate staffing level on all ambulance responses, as outlined in EMS policy. Clinical performance must be consistent with EMS Agency-approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition shall be according to EMS Agency Policies and Procedures. At any time during the term of this Agreement, with the approval of the EMS Medical Director, this may include mechanisms for alternate transport destinations, and expanded "treat and release" and "treat and alternate transportation" protocols.

Services and care delivered must be continuously evaluated by the Contractor's internal quality improvement program, and as necessary through the EMS Agency's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability of Contractor, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results as required to be provided by Contractor hereunder. Contractor acknowledges that if it fails to perform its obligations under this Agreement, the County and the EMS Agency will take the necessary steps to promptly replace the Contractor with another contractor in order to protect the public's health and safety.

D. SCOPE OF THE EXCLUSIVE OPERATING AREA

The EMS Act allows the EMS Agency, upon the recommendation of the County, to restrict operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support within a specific geographic area. According to the procurement process leading up to this Agreement, the EMS Agency will restrict operations within the EOA, as

defined in Section IV.F., herein, to Contractor as a single emergency ambulance service selected through the procurement process established for this purpose. No other entity will be authorized by the County or the EMS Agency to operate as an emergency ambulance service within the EOA during the term of this Agreement (except as otherwise provided in Section IV.D.1., herein). As the only emergency ambulance service provider, the Contractor will be the only entity within the EOA allowed to utilize ambulance vehicles equipped with red emergency warning lights and siren pursuant to authorization by the California Highway Patrol through California Vehicle Code Section 2416.

The procurement process leading up to this Agreement also restricts operations within the EOA to a single provider of advanced life support (paramedic) ground ambulance services (i.e., the Contractor) (except as otherwise provided in Section IV.D.1., herein). No other providers of advanced life support (paramedic) ground ambulance services will be authorized by the County or the EMS Agency to operate such services within the EOA during the term of this Agreement. However, the County and EMS Agency reserve the right to allow providers other than the Contractor to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), Advanced EMT, or BLS-defibrillation first responder services, and to operate advanced life support (paramedic) air ambulance and/or air rescue services within the EOA. This includes flights and air transportation within the EOA. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

The EOA does not restrict the provision of non-emergency transportation services that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheelchair* or *litter van* services.

This Agreement does not include an exclusive operating area for non-transport medical services at the basic life support ("BLS") level of service. BLS non-transport services at special events, such as sporting or music events, may be provided by any appropriately licensed organization, including the Contractor.

1. Limited Exceptions to the EOA

The EOA shall encompass the operation of all ground emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA with the following exceptions:

- a. Disaster Assistance: Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.
- b. Instant or Mutual Aid: The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures, as authorized by a County representative, and/or under formal instant aid or mutual aid agreements between the Contractor and a third party that have been reviewed and approved by the County and EMS Agency, shall be exempt from the EOA for that specific incident.
- c. Contracted Specialty Care Units: Ambulance services providing specialty inter-

facility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing registered nurses and/or physician staffing under a contract with a hospital or health maintenance organization and transporting patients during inter-facility transfers, may utilize ambulance vehicles equipped with red emergency warning lights and sirens only for inter-facility transports. Such vehicles and personnel may not be utilized for pre-hospital responses and may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Children's Hospital Central California.

d. Veteran's Administration (VA) Contract Ambulance Services: Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the VA shall be exempt from the EOA solely for the purpose of servicing that contract.

e. Federally Operated Ambulances: Ambulance services provided either by an agency of the Federal government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that federal facility or agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at said federal facility or agency.

f. State Operated and Contracted Ambulances: Ambulance services provided either by an agency of the State government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that state facility or agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at said state facility or agency.

For purposes of Section IV.D.1., Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement, not a federal or state contract for direct purchase of ambulance services.

E. INHERENT POTENTIAL LIMITATIONS TO THE EOA AND THIS AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges and agrees that:

1. The nature and extent of the County's and the EMS Agency's authority to create, operate under, and enforce the EOA and authorize the Contractor to provide emergency medical services under this Agreement is governed by the California Constitution and the laws and regulations thereunder including, but not limited to, the EMS Act and Title 22, Division 9 of the California Code of Regulations.

2. In this regard, the Contractor shall not be granted any greater rights or authorization under this Agreement or in connection with the EOA than the County and the EMS Agency possess under the California Constitution and the laws and regulations thereunder and are authorized to confer upon the Contractor. Therefore, if the rights or authority of the County or the EMS Agency to create, operate under, and enforce the EOA or authorize the Contractor to provide emergency medical services under this Agreement are limited or eliminated in any manner (e.g., by a court of competent jurisdiction or by a constitutionally-allowed legislative enactment) then:

a. The Contractor's affected rights under this Agreement shall be limited or

eliminated accordingly, and neither the County nor the EMS Agency shall be liable therefore; and

b. The County and the Contractor shall enter into negotiations concerning the scope of Contractor's performance of services, and compensation therefore that may be provided under the remainder of this Agreement and, upon the mutual agreement of the parties, the parties will enter into a written amendment to this Agreement pursuant to Section VII.E.2.

F. GEOGRAPHIC AREA OF THE EXCLUSIVE OPERATING AREA

The Kings County Exclusive Operating Area is described in Attachments B-1 and B-2 as attached hereto and incorporated herein by reference, and includes the cities of Avenal, Corcoran, Hanford, and Lemoore, as well as the entire unincorporated area of Kings County, excluding only the Lemoore Naval Air Station, which is served by Naval ambulance personnel, and those areas bordering Kingsburg and Riverdale as specifically described in Attachment B-3, which is attached hereto and incorporated herein by reference. The following non-exclusive areas are the only areas of Kings County not initially included as part of the EOA and described in Attachment B-3:

- Riverdale Service Area (Zone 01) - This area is serviced by a Fresno County provider agency which has an advanced life support (paramedic) ambulance stationed in the Community of Riverdale adjacent to the Kings County border.
- Kingsburg Service Area (Zone 03) - This area is serviced by a Fresno County provider agency, which has an advanced life support (paramedic) ambulance stationed in the City of Kingsburg adjacent to the Kings County border.
- Lemoore Naval Air Station (Zone 04) - This area is serviced by the Lemoore Naval Air Station.

G. EXPANSION OF THE EOA

During the term of this Agreement or any extension thereof, the EMS Agency shall have the exclusive discretionary right to incorporate the geographic areas initially designated as non-exclusive areas, Section IV.F., above, into the EOA, thereby requiring the Contractor to be responsible for providing emergency and advanced life support (paramedic) ambulance services to these areas pursuant to the terms and conditions of this Agreement. The addition of these optional areas to the EOA is intended to provide a *safety net* for the residents and visitors of these areas should a major disruption of ambulance services occur with the current provider agency for one or more non-exclusive service areas.

Contractor shall work cooperatively with the non-exclusive provider agencies to provide a coordinated ambulance delivery system. However, the potential exists that, during the term of this Agreement, one or more of the current non-exclusive provider agencies may discontinue or modify its operation. In any such case, the EMS Agency may require that the Contractor implement services under this Agreement within such area(s) and that such area(s) be incorporated into the EOA.

Riverdale Service Area (Zone 01) and Kingsburg Service Area (Zone 03) - As of the commencement of this Agreement, these areas are being served by ambulance providers based outside of Kings County. If, for any reason, the out-of-County provider is unable to provide services to these service areas, Contractor shall automatically be responsible for providing all services to

Zone 01 and/or Zone 03 pursuant to the terms and conditions of this Agreement. The EMS Agency shall notify the Contractor that such area is being incorporated into the EOA, and Contractor shall provide services under this Agreement to Zone 01 and/or Zone 03 provided, however, the Contractor shall not be required to post an ambulance unit within Zone 01 or Zone 03.

The County and the EMS Agency may exercise their option to require the Contractor to provide services pursuant to the terms and conditions of this Agreement in any of the non-exclusive areas at any time. The exercise of such option as to one or more non-exclusive area shall not preclude the County or the EMS Agency from exercising this option as to any other non-exclusive areas at any subsequent time during the term of this Agreement.

The geographic area of each of these non-exclusive service areas as described in Attachment B-3 includes the definitions for metro response areas and rural response areas for these service areas. The Contractor shall be responsible for response time performance standards and for the performance of the Contractor's other obligations under this Agreement for such areas that are added to the EOA.

H. ESTIMATED BUSINESS VOLUME

The County specifically makes no representations or guarantees concerning the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transfer services, or frequency of special events coverage which will be associated with this Agreement. Any and all historical data on past volumes of business in the EOA or within the County that may be provided by County to Contractor are used to illustrate the historical level of performance and not as a guarantee or assurance of future business volume.

I. AMBULANCE STAFFING

The Contractor shall provide one-hundred percent (100%) of the ground ambulances for services within the EOA, staffed and equipped at the advanced life support (paramedic) level, except in the following situations (in which case the following conditions shall apply):

1. Critical care inter-facility transport services staffed with registered nurses and/or physicians, including, but not limited to, neonatal/pediatric contract transport units, if operated by the Contractor.

2. Scheduled or non-emergency long-distance transports may utilize BLS level personnel (EMT-I), but only if the sending physician has determined that ALS personnel are not required for patient care due to either patient condition, or a nurse or physician will be in attendance during the transport.

3. Contract ambulance services to the state or federal government, including, but not limited to, Veteran's Administration contract ambulance services, state prisons, and fire camp standbys.

4. During periods of a locally declared disaster that have a significant impact on the Contractor's resources, the Contractor shall be exempt from providing advanced life support (paramedic) level staff if it has exhausted, or is unable to recall in a timely manner not detrimental to patient care, all its paramedic level personnel.

5. Special event and standby coverage service utilizing a dedicated ambulance unit when such alternate level of service is acceptable to the event sponsor.

6. Non-emergency medical transportation services to scheduled transport requests when advanced life support (paramedic) services are not medically necessary for the transport, including scheduled ambulance transports, litter van or wheelchair van services provided by the Contractor.

7. Calls for service in which specific problem natures have been identified in EMS Policy as not requiring an ALS level of service.

The Contractor may utilize its own discretion on resource management regarding advanced life support (paramedic) ambulance units. The Contractor may operate a *single tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses, including the above noted exceptions to advanced life support staffing requirements. Alternatively, the Contractor may operate a *multi-tiered system* - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects to operate a multi-tier system - that is, the Contractor shall in any event be responsible to provide an advanced life support (paramedic) staffed and equipped ambulance unit to one-hundred percent (100%) of Priority 1, 2, 3, and 4 emergency requests for services, as defined in the EMS Agency Policies and Procedures Manual, and all incidents where a scheduled transport (Priority 5) requires an advanced life support (paramedic) ambulance unit.

If the Contractor elects to utilize BLS ambulances as a part of a *multi-tiered system*, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

- a. Response time performance shall be determined according to Section IV.N.
- b. Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510.
- c. BLS ambulance personnel shall adhere to EMS Agency Policies and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policies and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.
- d. If the Contractor proposes to utilize EMT-I-level ambulances for services under this Agreement, the Contractor shall train its personnel and shall equip these units at the BLS-defibrillation level.

At any time during the term of this Agreement, the requirement for advanced life support (paramedic) staffing may be modified by the EMS Agency based upon medical necessity.

The Contractor may sub-contract with other organizations for partial or full staffing of

ambulance units subject to Section VII.E.3. of this Agreement. Under such contracted staffing arrangements, the Contractor shall remain solely responsible for performing its minimum performance requirements under this Agreement, throughout the entire exclusive operating area, to the satisfaction of the County and the EMS Agency and in strict adherence to this Agreement.

J. DEPLOYMENT OF AMBULANCE UNITS AND SYSTEM STATUS MANAGEMENT PLAN

1. System Status Management Plan

The Contractor's method and manner for providing ambulance services (including community-based coverage and back-up) shall be documented in its system status management plan. The system status management plan will be developed by the Contractor. The Contractor's system status management plan shall include two ambulance units stationed within each of the Cities of Avenal and Corcoran, as long as Contractor is the primary contracted ambulance provider for the Department of Corrections facilities located in these communities. Additionally, the system status management plan shall address posting and back-up coverage of community-based units. The Contractor shall provide the EMS Agency with fifteen (15) calendar days advanced written notice of changes in the system status management plan which lower the priority of community-based back-up coverage, or which result in a net decrease in unit hours either in the metro area or the rural area. The EMS Agency's review and/or recommendations on the system status management plan or any modified plan is not an approval or acceptance by the County or EMS Agency of the Contractor's level of effort to perform services under this Agreement, nor may it be inferred that such level of effort is a substitute for Contractor's performance of its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency.

Although the Contractor may employ and alter its system status management plan, the Contractor shall be held responsible for response time results, and for providing response times among the various areas of the EOA on a substantially equal basis as described in Section IV.N.10.

The Contractor may implement temporary adjustments or modifications, which do not last longer than a single day, to its system status plan to meet operational needs or changes in demand without the required fifteen (15) calendar days' notice as provided in the foregoing paragraph.

If the Contractor proposes to utilize a combination of ALS and BLS ambulances, the Contractor's system status management plans shall reflect each staffing plan.

2. Unit Hour Utilization and Personnel Scheduling

An important factor affecting response time reliability and system efficiency is effective *unit hour utilization* (i.e., the number of ambulance transports divided by number of actual unit hours). Under this Agreement, the Contractor is permitted and encouraged to employ innovative and sophisticated techniques for maximizing unit hour utilization. If the Contractor schedules field personnel in a manner such that personnel are not scheduled for shifts that exceed twelve (12) hours and the Contractor demonstrates controls, to the satisfaction of the County and the EMS Agency, which will limit the ability of the Contractor's personnel to work "back-to-back" shifts, then the Contractor will not, in such case, be subject to any unit hour utilization limits. However, if the Contractor utilizes schedules which exceed this standard, the Contractor is subject to a maximum

monthly unit hour utilization ratio of 0.40. The Contractor may not operate above this level without approval by the EMS Director. However, so long as the Contractor's response time performance exceeds the requirements of this Agreement, and provided that the Contractor can show the EMS Director that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), the EMS Director shall not unreasonably withhold its approval of the Contractor's request to exceed the maximum unit hour utilization ratio.

3. Initial System Status Management Plan

During the first three (3) months of operations under this Agreement, the Contractor shall adhere to the initial system status management plan submitted in its Proposal, or a modification of that plan which is approved in writing by the EMS Agency. Thereafter, for the term of this Agreement, at the Contractor's discretion and subject to prior review of the EMS Agency, the system status management plan may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

The parties anticipate that, initially, the Contractor will utilize comparatively more unit hours of production than may be necessary after the Contractor has gained additional local experience. The EMS Agency's review of the Contractor's system status management plan shall not be deemed an acknowledgement or acceptance by the EMS Agency of this minimum *level of effort* of performance, or relieves the Contractor from performing its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency.

The initial system status management plan shall specify the general locations of ambulances, including the community-based units specified in Section IV.K., herein. This plan shall additionally specify for each post location, if the post location will be an indoor post site or an outdoor post site, post priorities, and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first three (3) months of operation. The plan shall additionally address the Contractor's priorities for staffing and providing back-up coverage of the community-based unit locations specified by this Agreement. The plan shall also discuss specific schedules, as is necessary as to demonstrate the types of shifts the Contractor intends to employ in implementing the plan (e.g., 24 hour shifts in all areas, 24 hour shifts in rural areas, 12 hour shifts in metropolitan/urban response areas).

K. COMMUNITY-BASED AMBULANCE UNITS AND BACK-UP AMBULANCE COVERAGE

The Contractor shall be responsible for stationing ambulance units at specific locations in the EOA ("community-based ambulance coverage"). The Contractor shall provide twenty-four (24) hour-per-day, each and every day of the year coverage of the community-based ambulance units in the following specific locations for 100% of the time that this Agreement is in effect, pursuant to the base system performance standards:

1. West County Unit (based in the City of Avenal) – Two (2) ambulances.
2. South-East County Unit (based in the City of Corcoran) – Two (2) ambulances.

The Contractor is only required to maintain two (2) ambulance units in each of the cities of Avenal and Corcoran, when the Contractor (or subcontractor) is the primary provider of ambulance

services to the prison. Specifically, the Contractor will be required to staff two (2) ambulance units in the City of Avenal if the Contractor is the primary ambulance provider for the Avenal State Prison. If the Contractor is not the primary ambulance provider to Avenal State Prison, then the Contractor is only required to maintain a minimum of one (1) ambulance unit in the City of Avenal. Similarly, the Contractor will be required to staff two (2) ambulance units in the City of Corcoran if the Contractor is the primary ambulance provider for the two prisons in Corcoran. If the Contractor is not the primary ambulance provider to the two prisons in Corcoran, then the Contractor is only required to maintain a minimum of one (1) ambulance unit in the City of Corcoran.

The Contractor's system status management plan shall provide that back-up ambulance coverage shall be dispatched and commence its travel enroute to cover the area within ten (10) minutes of when a community-based ambulance unit becomes unavailable and leaves the City of Avenal or Corcoran without an ambulance.

Back-up coverage for the City of Avenal or Corcoran is tied to the availability of an ambulance in each individual city. For example, when the ambulance units in Avenal become unavailable (enroute to the scene or out-of-service), back-up requirements are in effect. The same is true in the City of Corcoran. The Contractor may establish priorities for back-up coverage of community-based ambulance units in the Contractor's system status management plan and may incorporate "*move-up and cover plans*" involving community-based ambulance units. Lack of back-up ambulance coverage due to a lack of available ambulance units is not, by itself, the basis for an appeal of liquidated damages for a late response or a referred call, as identified herein.

L. INSTANT AID AND MUTUAL AID REQUESTS

To the extent that the Contractor has units available, and to the extent consistent with its primary responsibility to provide ambulance and emergency medical services within the EOA, the Contractor shall, in accordance with EMS Agency Policies and Procedures, render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

1. "Instant Aid" shall be defined as a request for immediate response to an incident within the jurisdiction of another provider or agency. Such responses may be the subject of a pre-established agreement between the Contractor and such provider or agency. Examples include but are not limited to: (1) a request for a response into the service area of another agency due to the Contractor's unit being the closest available unit; and (2) a request for a response into the service area of another agency to assist with a multi-casualty incident.

The Contractor shall be responsible for providing an instant aid ambulance response to all areas of Kings County and adjacent counties. In this regard, the Contractor shall be responsible for sending an advanced life support (paramedic) ambulance unit in those cases where the Contractor's unit is the closest available ambulance in response to a request for service and/or a multi-casualty incident. For calls which require an immediate dispatch (Priorities 1 or 2) or urgent dispatch (Priority 3 or 4), the Contractor is responsible for immediately dispatching the closest available unit. However, no response time standards will be required of the Contractor for responses outside of the EOA. For scheduled calls (Priority 5), the Contractor must dispatch an appropriate ambulance

within 30 minutes of notification of the call or within 30 minutes of the scheduled pick-up time (whichever is later).

2. “Mutual Aid” shall be defined as a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency and is not the subject of an “Instant Aid” agreement. An example would include but not be limited to the Contractor establishing a Mutual Aid agreement with neighboring areas to respond during disaster incidents.

The Contractor is required to provide an instant aid/mutual aid response when it is the closest unit to an incident in an adjacent service area. However, the Contractor is not required to provide back-up *coverage* outside of its contract service area unless requested to by the EMS Agency in unusual circumstances. The Contractor may negotiate instant aid/mutual aid agreements with surrounding provider agencies to provide for coverage and response, subject to the EMS Agency’s review and written approval.

M. DISPATCH CENTER OPERATION

As a part of the services under this Agreement, the Contractor shall be responsible for operating an ambulance dispatch center.

1. Overview of Ambulance Dispatch Center Operations

a. The Contractor will be responsible for answering medical calls from the public and medical facilities for service on seven digit lines and/or ring down lines from medical facilities and other public safety dispatch centers. The ambulance dispatch center must be a secondary 9-1-1 public safety answering point (PSAP). 9-1-1 calls are either transferred or conferenced from other PSAPs.

b. At its sole expense, the Contractor shall be responsible for the dispatching of all providers of emergency ambulance services in Kings County, instant aid and mutual aid ambulance units, including those from other counties, and all EMS helicopters designated for utilization in Fresno, Kings, Madera, and Tulare Counties. The Contractor’s operation of the ambulance dispatch center shall not provide greater emphasis to the dispatching of the Contractor’s units over those of other provider agencies. EMS Dispatch personnel shall manage requests for ambulance service in accordance with EMS Agency Policies and Procedures.

c. The Contractor’s ambulance dispatcher shall assign the medical priority of the response using EMS Agency-approved dispatch protocols.

d. The Contractor’s ambulance dispatchers shall provide, as appropriate, telephone pre-arrival medical instructions using EMS Agency-approved dispatch protocols.

e. The Contractor shall utilize only dispatch policies and procedures that have been authorized by the EMS Agency provided, however, that these may be EMS Agency Policies and Procedures, or the Contractor’s procedures which have been approved by the EMS Agency.

f. All radio and telephone communications, including pre-arrival instructions and time track are digitally recorded and kept for a minimum of one hundred and eighty (180) calendar days.

g. The Contractor shall ensure that all dispatching and communications (computer record or dispatch card) with ambulance units is conducted in a manner consistent with federal, state legislation and laws, including EMS Agency Policies and Procedures, whether now in effect or as hereafter enacted.

h. The Contractor shall work cooperatively with the EMS Agency to plan for and implement upgrades and enhancements of its dispatch and communications system which are mutually agreed, by the EMS Agency and the Contractor, to be beneficial to the EMS system and financially feasible for the Contractor.

i. The Contractor's ambulance dispatchers shall provide disaster and special incident coordination. During such time of unusual occurrence, the Contractor's ambulance dispatcher staff and County Health Department, including EMS Agency staff, shall work in conjunction with each other to manage medical dispatch coordination for the incident.

j. Other than during the EMS Agency's normal business hours, the ambulance dispatch center will be the primary point of contact for EMS Agency staff. The ambulance dispatch center shall forward messages received during these time periods to the EMS Agency staff on-call.

2. Dispatch Documentation

The Contractor's ambulance dispatchers shall be responsible for documenting all requests for ambulance service received by the ambulance dispatch center. The primary method for such documentation will be the Computer Assisted Dispatch (CAD) system at the ambulance dispatch center. Ambulance dispatchers shall be responsible for entering data into the CAD system in accordance with EMS Agency Policies and Procedures. The Contractor's EMS Dispatch personnel shall directly and immediately input requests for services into the CAD system as requests are received without initially documenting the request in some other manner (e.g., writing dispatch information on paper or some other medium) in order to ensure the accurate recording of times relative to the request and the response.

Any actions on the part of the Contractor's ambulance dispatchers to enter data in such a way as to document false information (including delaying the entering of data or omitting data) may be considered by the County and EMS Agency as a Material Breach of the Agreement by the Contractor. The Contractor shall adhere to the EMS Agency's other methods of dispatch documentation including the use of manual dispatch cards (during times of computer failure), forms for the documentation of hazardous materials and multi-casualty incidents, audio taping systems at the ambulance dispatch center, and coding conventions utilized for both the CAD system and manual dispatch card system.

3. Staffing

All Contractor's ambulance dispatchers shall all be trained and certified in the Medical Priority Dispatch System through the National Academy of Emergency Medical Dispatch (NAEMD) or other equivalent training approved by the EMS Agency Director. Dispatchers shall be certified by the EMS Agency in accordance with EMS Agency Policy and Procedure. Dispatchers are required to attend continuing education and recertification testing to maintain their certification.

a. Scheduling of Ambulance Dispatchers

The Contractor shall provide a scheduling plan for ambulance dispatcher staffing. The staffing schedule may be adjusted to “peak load” time periods. A dispatch supervisor level dispatcher shall be provided by the Contractor at all times during dispatch operations. At no time shall the Contractor staff the ambulance dispatch center with less than one (1) dispatch supervisor (certified as an EMS dispatcher) and one (1) ambulance dispatcher, meaning that such personnel are on-duty and available at the ambulance dispatch center including personnel on meal breaks. Such minimum staffing shall not include the hours of Contractor’s management staff who direct dispatch operations except in those times that such management staff are functioning as either an ambulance dispatcher or dispatch supervisor. Dispatch supervisors must also have current certification as ambulance dispatchers. This minimum staffing standard shall be considered a minimum and shall not alter or diminish the Contractor’s responsibility to add sufficient staff to properly manage incoming requests for ambulance services.

b. Dispatch Performance Standards

The Contractor shall provide sufficient dispatcher staff at the EMS Communications Center to allow prompt answering of all telephone requests for ambulance service and no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers. In addition, staffing shall be adequate to allow dispatchers to provide necessary telephone pre-arrival instructions except for rare times of extreme system overload. The following minimum standards form the objective performance data for EMS dispatch operations:

1. For each month, a minimum of ninety-eight percent (98%) of calls for service through the 911 system shall be answered in three (3) rings or less.

2. For each month, a minimum of ninety percent (90%) of requests for the immediate dispatch of an ambulance and/or fire apparatus, in accordance with EMS Agency approved dispatch protocols and excluding multiple unit responses and reassigned responses, shall be alerted (the dispatcher completes all necessary procedures to alert the unit) within sixty (60) seconds of the call received time. This includes both the Contractor’s units and other ambulance agency units.

4. Professionalism

The Contractor and its ambulance dispatcher staff shall maintain a professional relationship and level of interaction with the public, medical facilities, as well as other public safety answering points, both within the County and surrounding counties. The EMS Agency will periodically review dispatch recordings to monitor the professionalism of the ambulance dispatch personnel.

5. Access Mechanisms

The primary access telephone number for the public will be 9-1-1. The Contractor will emphasize 9-1-1 as a part of its advertisements and public information programs. Direct lines (ring down lines) also exist with the major public safety dispatch centers and base hospitals within the

system. The Contractor shall have a local access telephone numbers for Kings County and may advertise the telephone number for urgent interfacility transfers or scheduled response access. The Contractor may install other telephone lines at its own expense for system access (e.g., "800" telephone numbers). All telephone lines used for access or communications with ambulance crews, hospitals, the general public, or other agencies shall not incur any toll charge to the calling party, shall be recorded electronically, and shall include a 24-hour continuous time track.

6. Computer Assisted Dispatch (CAD)

Contractor shall furnish and maintain a computer aided dispatch (CAD) system for its ambulance dispatch center. Specific requirements shall include the following:

a. The CAD system shall be specifically designed and programmed to support the needs of the Kings County EMS system.

b. The Contractor shall ensure that CAD system is capable of recording and maintaining information in accordance with Section 1100.7 of Title 13 of the California Code of Regulations. This shall include all requests for ambulance services including referrals to other provider agencies, canceled runs, special event stand-bys, and all responses by the supervisor and disaster units. CAD Documentation shall include but not be limited to:

- (1) Date call received;
- (2) Time call received;
- (3) Name of requesting person or agency;
- (4) Time unit(s) alerted;
- (5) Time unit(s) enroute;
- (6) Time unit(s) on-scene;
- (7) Time unit(s) depart scene;
- (8) Time unit(s) arrive destination;
- (9) Time unit(s) in-service/available;
- (10) Location of incident, including ambulance response zones as described in Attachment A-1 and A-2;
- (11) Nature of incident;
- (12) Names of responding personnel;
- (13) Identification of unit(s) sent;
- (14) Location of responding ambulance unit when dispatched;
- (15) Mode of response and any change in response mode (time shall be noted);
- (16) Destination of transporting unit(s);
- (17) Mode of transport and any change in transport mode (time shall be

noted);

- (18) Number of patients transported;
- (19) Disposition of non-transporting unit(s) (if canceled, include reason and by whom);
- (20) Reasons for delays (if applicable);
- (21) Name of person receiving the call; and
- (22) Name of person dispatching the call.

c. The CAD system must have safeguards that will preclude Contractor's personnel from being able to alter the data record of any call.

d. The CAD system shall be programmed with current geo-location files that will ensure accurate address and location information.

e. The CAD system shall interface directly with the enhanced 9-1-1 emergency telephone system to allow for the transfer of ANI/ALI information directly from the enhanced 9-1-1 system.

f. The CAD system must be capable of monitoring ambulance unit status and assignments (i.e., post screen). In addition, the CAD shall have the capability of providing a system snapshot that will provide information, including report format, as to the location and availability of all ambulance units at any given time.

g. The CAD must include an automatic vehicle location system that records the movement and exact location of ambulances, including the supervisor units.

h. The CAD must provide for in-vehicle mapping and dispatch information, including the use of "status" buttons, which allow ambulance crews to press a button to change the status of the ambulance.

i. The CAD must provide for automatic text paging of incident information to ambulance crews.

j. The CAD must be capable of allowing the EMS Agency online access for monitoring purposes.

k. The CAD system must be capable of producing reports that will identify all call records. Calls that fall outside of established time criteria shall be easily identified.

l. The CAD system must be capable of providing downloaded data on computer disk to be supplied to the EMS Agency on a monthly basis, or whenever requested.

m. CAD Data must be retained for a minimum of five (5) years.

n. In the event that either the County or Contractor develops geofile information, upon request by the other party, such information shall be made available. If the geofile information is third party copyrighted or if such acquisition requires additional licensing, the requesting party will be responsible, therefore, including all costs associated with such

acquisition.

7. EMS Agency and County Staff at the Ambulance Dispatch Center

The EMS Agency may, at any time and without notice, observe ambulance dispatch operations. The role of the EMS Agency is not a supervisory role over Contractor's personnel and is not a method of directing dispatch operations except in rare circumstances, such as disaster operations. The EMS Agency role is to monitor the Contractor's operations for adherence to standards of the Agreement and EMS Agency Policies and Procedures. EMS Agency staff do, however, provide a resource for interpretation of policy.

N. RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS

Response times are a combination of dispatch operations and field operations. The EMS Agency will provide the Contractor with significant flexibility in its methods of providing the services called for under this Agreement. This is based upon the Contractor's commitment to perform its services in accordance with the minimum response time standards set forth herein. An error on the Contractor's part in one or more phases of its operation (e.g., dispatch, system status management plan, vehicle maintenance and the like) shall not be the basis for the EMS Agency granting an exception from the imposition of liquidated damages (identified herein) to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the Contractor's coordinated effort of its total ambulance operation and therefore is solely the Contractor's responsibility. Response times shall be measured in minutes and seconds and shall be documented in accordance with Section IV.N., herein.

Except for ambulance calls requiring a scheduled response (Priority 5), ambulance response times are measured commencing with receipt of when the request for service at the ambulance dispatch center is timed stamped (based upon and at the time when the address/location, call back telephone number, and initial presumptive patient condition are identified by the dispatcher) by either the computer assisted dispatch system or in cases of computer down time, on manual dispatch cards. Response time shall be measured in minutes and seconds.

Ambulance response time for calls requiring a scheduled response (Priority 5) is defined as the interval between the scheduled pick-up time and the moment the first fully staffed and equipped ambulance arrives at the scene. Response time for scheduled responses shall be measured in minutes and seconds.

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene. However, liquidated damages may apply to individual responses which are cancelled prior to arrival at the scene where such cancellation occurred significantly after the appropriate response time deadline (refer to Section IV.N.14., herein).

In situations where, due to computer failure, manual dispatch cards are being utilized, the same standards of response time will be adhered to by the Contractor; however, response times will be measured in whole minutes since it is usually not possible, under such circumstances, to capture seconds. The parties recognize that this type of performance record-keeping is not as strict a standard as minutes and seconds. However, since computer failure limits the Contractor's access to automated dispatch enhancements and system status management information, such a variation from normal

response time standards is appropriate in such circumstances.

Response time standards may be adjusted by the EMS Agency during the term of this Agreement consistent with the modifications in EMS operational and medical standards which are developed by the EMS Agency to re-engineer the local EMS System. Changes may include performance standards which measure intervals to key medical interventions or to the initiation of transport.

The following standards will be utilized for this Agreement:

1. Priorities of Response

The priorities of response for the Kings County EMS System are defined, as of the commencement of this Agreement, in the EMS Agency Policy and Procedure Manual (EMS Policy #405) and may be modified by the EMS Agency. Response time standards for these priorities may be adjusted by the EMS Agency, without the consent of the Contractor, but only upon reasonable advanced written notice to the Contractor, during the term of this Agreement.

2. Response Times for Requests Which Prompt an Immediate or Urgent Dispatch (Priorities 1-4)

Response times are measured from the time the request for service is received at the ambulance dispatch center, as defined in this Section IV.N., until a fully staffed and equipped advanced life support (paramedic) ambulance unit arrives at the scene of the incident. The arrival of a non-transport advanced life support (paramedic) unit, alone, will not satisfy the response time standard. Also, the arrival of a non-paramedic ambulance unit, alone, will not satisfy the response time standard. However, the combined response of these two (2) types of units will satisfy the response time standard based upon the arrival of both units at the scene. Response time measurement, in such case, will be based upon the arrival time of the later arriving unit.

a. "Request received" is defined as the moment the address/location, call back telephone number, and initial presumptive patient condition (PPC) are identified by the ambulance dispatch center.

b. "At scene" is defined as the moment when the fully staffed and equipped ambulance unit is physically at or within one hundred (100) feet of the scene. In situations where the unit is responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene shall be the time the unit arrives at or within one-hundred (100) feet of the designated staging location.

c. In instances that units fail to report "at scene," the time of the next communication with that unit shall be used as the "at scene" time. However, the Contractor may appeal such instances under this Agreement when it can document the actual arrival time through another means (e.g. first responder, communications tapes/logs, Global Positioning Satellite, and the like).

d. For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

3. Response Times for Requests Which Prompt a Scheduled Dispatch (Priority 5)

a. Response times for scheduled requests are measured as follows:

(1) From the scheduled pick-up time until a fully staffed and equipped ambulance unit (BLS unit, when allowed under this Agreement, or ALS unit) arrives at scene.

(2) The scheduled pick-up time shall be established with the calling party as the time the unit needs to arrive at the patient's point of departure. It shall be established for all Priority 5 dispatches consistent with EMS Agency Policies and Procedures.

(3) Response times for calls which either are on-time or arrived at early (prior to the scheduled pick-up time) shall be reported as a response time of zero (0) minutes.

(4) For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

4. Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of the Contractor's dispatch and field operations on requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). The EMS Agency recognizes that, in some cases, the Contractor's performance may fall outside this range of performance indicators. Therefore, such performance indicators are not used as standards for enforcing Contractor's performance of its obligations under this Agreement in the same manner as enforcement of the Contractor's obligation to comply with response time standards under this Agreement. Rather, they are utilized as a means of determining whether the Contractor meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor's operations.

a. Dispatch Interval - Immediate Dispatch (Priorities 1 and 2)

The time from call received to ambulance unit alert shall be sixty (60) seconds or less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one hundred twenty (120) seconds. This performance standard is also a performance measurement of dispatch performance.

b. Dispatch Interval - Urgent Dispatch (Priorities 3 and 4)

The time from call received to ambulance unit alert shall be sixty (60) seconds or less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over five (5:00) minutes. This performance standard is also a performance measurement of dispatch performance.

c. Crew Response (Chute) Time - Immediate Dispatch (Priorities 1 and 2) or Urgent Dispatch (Priorities 3 and 4)

The time from unit alert to ambulance unit enroute shall be sixty (60) seconds or less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one hundred twenty (120) seconds.

5. Suspension of Low Priority Responses

Upon notification by the Contractor, priority 5 and 6 responses and, in extreme cases, priority 3 and 4 responses may be temporarily suspended by the EMS Agency in time of unexpected and unavoidable system overload (e.g., major multi-casualty situations). Such services shall be restored once sufficient reserve emergency production capacity is available or the incident is resolved. The Contractor shall notify the requesting party of the delay in services.

6. Referral of Calls and Dispatch Delays

Incidents prompting an immediate or urgent dispatch will be dispatched (unit alerted) without delay. However, during periods of peak load (but not meeting the requirements for suspending low priority responses - Section IV.N.5., herein), the Contractor may desire, due to low levels of available ambulance units, to delay the dispatch of ambulance units to some incidents until units become available to manage the new incident. Such delays by the Contractor are not authorized exceptions to the performance standards and other provisions of this Agreement. While a delayed response using one of the Contractor's nearby units may provide a faster response than an immediate referral to a provider from outside of the EOA, prolonged dispatch delays are not acceptable to the County and EMS Agency. Therefore, the following criteria shall apply regarding the referral of calls and dispatch delays:

a. Immediate responses (Priorities 1 and 2) may be delayed for no more than two (2:00) minutes. If the Contractor still does not have an available unit, the call will be referred to the appropriate instant aid unit consistent with EMS Policies and Procedures.

b. Urgent responses (Priorities 3 and 4) may be delayed for no more than five (5:00) minutes, unless the Contractor has a unit which will be promptly available (e.g., at hospital or "log-on") and such unit is projected by the Contractor to have a faster response time than a referral to a rural provider. If the Contractor still does not have an available unit, the call will be referred to the appropriate mutual aid unit consistent with EMS Policies and Procedures.

c. Scheduled responses (Priority 5) may be delayed by the Contractor until sufficient system capacity is available to safely manage the scheduled response along with other immediate and urgent responses.

d. If a call has been referred to another provider agency and the Contractor has a unit which becomes available after the referral has occurred, the Contractor may cancel the unit responding from out-of-the EOA if the Contractor's unit is closer to the incident than the other agency's ambulance unit.

7. Response Zones

The metropolitan and rural response zones are illustrated in Attachments B-4 and B-5. The Boundaries of the response areas will remain the same unless changed by the EMS Agency.

8. Metropolitan/Urban Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Metropolitan response time zones, as defined in Attachment B-4, hereof, on a monthly basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
1 and 2 combined	Monthly	8 min. 00 sec. or less	90%
3	Monthly	15 min. 00 sec. or less	90%
4	Quarterly	15 min. 00 sec. or less	90%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table IV.2

9. Rural Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Rural response time zones, as defined in Attachment B-5, hereof, on a monthly basis according to the following criteria:

PRIORITY	TIME FRAME	RESPONSE TIME (minutes/seconds)	MINIMUM PERCENT OF COMPLIANCE
1 and 2 combined	Monthly	20 min. 00 sec. or less	90%
3	Monthly	30 min. 00 sec. or less	90%
5	Quarterly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table IV.3

10. Equality of Responses

The Contractor shall monitor and adjust its performance such that response time

performance in communities served is consistent throughout the EOA. The Kings County Ambulance Commission shall be empowered to, upon the recommendation of the EMS Agency, implement new performance standards to address any pattern of significantly diminished service, which is based upon the actions or lack of action by the Contractor, and which is not corrected by the Contractor to the satisfaction of the EMS Agency and the Kings County Ambulance Commission.

11. Area Familiarization

It is the Contractor's responsibility to ensure that its field and dispatch personnel are familiar with the geographic area of the EOA, address identification and aids for incident location, and response time standards associated with each area. It is the Contractor's sole responsibility to provide sufficient and adequate maps and mapping tools to field and dispatch personnel.

12. Scheduled Request

Scheduled requests are the responsibility of the Contractor when such requests are received by the County, in which case the County will refer the request to the ambulance dispatch center. The Contractor shall respond to such requests in a prompt and professional manner consistent with the performance standards under this Agreement. The Contractor shall furnish sufficient production capability and on-call personnel capability and shall manage its resources so as to provide prompt scheduled ambulance services on a regular basis. The Contractor shall inform the individual or agency requesting a scheduled response of any delay that will prevent response within the prescribed time frames and provide an estimated time of arrival. However, such notice shall not relieve the Contractor's obligation to comply with response time standards.

13. Response Calculations Regarding Downgrades/Upgrades

a. Downgrades

(1) Responses that are downgraded prior to having exceeded the response time standard for the original priority of response, will be assessed by the EMS Agency for compliance with the new priority based upon the original call received time.

(2) Responses that are downgraded after exceeding the response time standard for the previous priority response, will be assessed by the EMS Agency for compliance with the original priority based upon the original call received time and the time of the downgrade.

b. Upgrades

Response compliance for calls which are upgraded from a lower priority to a higher priority (excluding priority two to a priority one), will be measured from the exact time the ambulance unit is upgraded to the time the unit arrives on scene.

14. Delayed Responses Cancelled Prior to Arrival

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene. However, liquidated damages shall apply to individual responses which are cancelled prior to arrival where such cancellation occurred significantly after the appropriate response time deadline. Specifically, liquidated damages shall apply in cases where an immediate (Priority 1 or 2) or urgent (Priority 3 or 4) response is cancelled after a response (call

received until unit cancelled) which is twice as long as the response time standard for that type of response (refer to Section IV.O.4., herein).

15. Delayed Response Documentation

The Contractor shall document each instance wherein a response resulted in a response time in excess of the required response performance and shall detail the reason for such delayed response time. Similar documentation shall be available for all responses with greater than two (2) minutes elapsed time between the ambulance dispatcher's receipt of request and alerting of unit, and for all responses with greater than two (2) minutes elapsed time between alerting of unit and unit enroute. Such documentation shall be available to the EMS Agency as needed. The Contractor shall take all steps necessary to eliminate the cause of poor response time performance. Upon request of the County or EMS Agency, the Contractor shall provide a summary of such actions.

16. Exemptions to Response Time Performance Standards and Requirements

The EMS Agency may grant exemptions from response time performance requirements stated herein, on case-by-case bases, for responses where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such responses shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize an exception of such responses when measuring performance requirements under Section IV.N, herein. An exception of a response under this paragraph means that a late response which has received approval for an appeal will count as an on-time response.

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency with specific documentation (i.e. voice log file) supporting the Contractor's appeal. Equipment failure, dispatcher or personnel error, or lack of a nearby ambulance does not constitute grounds for exemption from response time performance requirements.

The Contractor may apply to the EMS Agency (consistent with procedures specified in Section IV.S., and Section IV.AP., herein.) for an exemption from response time compliance measurements and/or late run liquidated damages in the following situations:

a. Automatic Exemptions

(1) Response cancelled prior to the unit's arrival at scene.

(2) Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public or ambulance crew than would result from a delayed response. These responses are reviewed on a case-by-case basis. The Contractor is only eligible for exemption when the performance indicators have been met (Section IV.N.4, herein).

(3) Multiple unit responses - The first arriving unit will be held to response time standards. Subsequent units that arrive late will be eligible for appeal.

(4) Data recording errors when accurate information can be verified.

(5) Inaccurate address given by the reporting party. However, if inaccurate response information is the result of an error by the Contractor's personnel, an appeal will not be allowed. An appeal may only be considered if the address change is significant enough to change the route of the ambulance.

(6) Simultaneous ambulance requests that occur within the Avenal and Corcoran metropolitan response zones, and a back-up ambulance is dispatched, and enroute, within 10 minutes or less from the time the original unit became committed and the community was without an ambulance. If an ambulance request is received within 10 minutes or less from the time the original unit became committed and a back-up ambulance has not yet been dispatched or gone enroute, the late response may be eligible for appeal. If the ambulance request is received greater than 10 minutes from the time the original ambulance became committed, and a back-up ambulance was not dispatched, the late response will not be eligible for appeal

(7) Train Delays – Any train delay which delays the response of an ambulance and can be verified by the GPS System. A late response may only be exempt if the delay caused by the train was equal to or greater than the amount of time the Contractors ambulance was late to the response.

(8) Locally declared disaster - The Contractor may request an exemption from the EMS Agency from response time standards for service during times of declared "emergencies," locally or in a neighboring county, as defined in the California Government Code, Section 8550 et seq.

b. Discretionary Appeals Guidelines

The following are guidelines for use by EMS Agency staff and the Kings County Ambulance Commission in evaluating an appeal by the Contractor. These standards may be modified at any time by the EMS Agency with the approval of the Kings County Ambulance Commission, and such modifications shall thereupon automatically apply to this Agreement.

(1) Transport By A Closer Agency

The Contractor may apply for an appeal when it appropriately refers a call to a closer back-up agency (consistent with EMS Agency Policies and Procedures), and that back-up agency initiates transport. The Contractor is eligible for an exemption only when the Contractor has complied with Contractor's system status plan including back-up coverage requirements for community-based units.

(2) Rendezvous

The Contractor may apply for an appeal because of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for appeal.

(3) Multi-Casualty Incident (Within EOA) - Appeals for incidents while there is a Multi-Casualty Incident occurring elsewhere within the EOA.

The Contractor is eligible for an appeal only if three (3) or more of the Contractor's ambulance units are simultaneously committed to the Multi-Casualty Incident and the Contractor is staffed to the system status plan at the time of the incident that is being appealed. In

addition, the Contractor is eligible for an appeal only when performance indicators have been met (Section IV.N.4., herein). If the appeal meets all of the foregoing conditions, and any other conditions reasonably imposed by the EMS Agency for such incident, the Contractor is eligible for one (1) or more appeals for late responses up to a maximum of the total number of the units simultaneously assigned to the Multi-Casualty Incident less two (2).

- (4) Multi-Casualty Incident (Outside of the EOA) - Appeals for incidents when the Contractor has responded one or more ambulance units outside of the EOA for a Mutual Aid/Instant Aid response.

The Contractor is eligible for an appeal only if two (2) or more of the Contractor's ambulance units are simultaneously committed to a Mutual Aid/Instant Aid response (including a Multi-Casualty Incident) outside of the EOA and the Contractor is staffed to the system status plan at the time of the incident that is being appealed. In addition, the Contractor is eligible for an appeal only when performance indicators have been met (Section IV.N.4., herein). If the appeal meets all of the foregoing conditions, and any other conditions reasonably imposed by the KCAC for such incident, the Contractor is eligible for one (1) or more appeals for late responses up to a maximum of the total number of the units simultaneously assigned to the incidents outside the EOA.

- (5) Rural Area Distance Exception

In rural areas of the EOA, based upon compliance with community-based ambulance unit coverage and backup ambulance coverage by Contractor pursuant to Section IV.K., herein, if response time standard is not possible from normal ambulance unit posting location, the Contractor is eligible for an appeal only when the Contractor is staffed to the system status plan at the time of the incident that is being appealed and performance indicators have been met (Section IV.N.4., herein).

O. LIQUIDATED DAMAGES FOR FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS

The Contractor agrees that it has carefully examined the nature of the tasks to be performed under this Agreement, that time is of the essence in the Contractor's performance of its services under this Agreement, that the response times standards provide adequate time for the performance of its services under this Agreement, that such response times standards represent the outer limits of acceptable performance, and that delays beyond the response times will result in damage to the County and/or the EMS Agency. Therefore, this Agreement provides for the payment of liquidated damages from the Contractor to the County due to Contractor's failure to meet the minimum performance requirements under this Agreement. The parties agree that such payment shall be considered as liquidated damages, and not as penalties, and further such sums recited in this Agreement represent a reasonable endeavor by the County, the EMS Agency, and the Contractor to estimate a fair compensation for the foreseeable damages to the County and the EMS Agency from the Contractor's failure to meet the minimum performance requirements under this Agreement. Contractor and County agree that the calculation of actual damages would be extremely difficult or impossible to ascertain given the broad range of performance criteria, the variety of circumstances in which injury may occur, and the inestimable range of consequences, which could flow from those injuries. However, the provision of liquidated damages herein is limited to the parties to this agreement. In the event of claims by any third party against the County, the EMS Agency, or their

officers, agents or employees, the provision of liquidated damages herein, shall not limit the right of these parties to indemnification from Contractor, or its agents, servants and employees.

The following liquidated damages provisions hereby govern the Contractor's provision of services under this Agreement:

1. Individual Priority 1 and Priority 2 Responses

For any individual Priority 1 or Priority 2 response that has a response time of greater than 8 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 20 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of fifteen dollars (\$15) per minute for each minute, or fraction thereof, past this requirement.

2. Individual Priority 3 and 4 Responses

For any individual Priority 3 or 4 response that has a response time of greater than 15 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

3. Individual Priority 5 Response

For any individual Priority 5 response that has a response time of greater than 30 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

4. Individual Excessive Delay on a Response

Response time standards do not apply to situations where the Contractor is cancelled prior to arrival at-scene. However, in any case that an immediate (Priority 1 or 2) or urgent (Priority 3 or 4) response is cancelled after a response which is twice as long as the response time standard for that type of response (call received until unit cancelled), the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) regardless of whether the call is cancelled. Similarly, any immediate or urgent response that is twice as long as the response time standard for that type of response (call received to at scene), the response shall be subject to a liquidated damage of one hundred dollars (\$100). Such liquidated damages may be appealed under applicable appeal criteria, including the distance appeal for rural, remote, or wilderness responses.

5. Monthly Performance for Combined Priority 1 and 2 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements under this Agreement for Priority 1 and 2 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement. The EMS Agency may set standards for the measurement of selected rural or remote/wilderness area response times where it is determined by

the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

6. Monthly Performance for Priority 3 and 4 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements under this Agreement for Priority 3 and 4 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement. The EMS Agency may set separate standards for the measurement of selected rural or remote/ wilderness area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may also establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

7. Monthly Performance for Priority 5 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time performance requirements for Priority 5 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement.

8. BLS Unit Response

In the event the Contractor responds with a BLS (EMT-I) level ambulance unit instead of an advanced life support (paramedic) level ambulance unit to a type of response where an advanced life support (paramedic) ambulance is required under this Agreement, the Contractor shall pay liquidated damages in the amount of one thousand dollars (\$1,000) per incident.

9. Failed Response

In the event the Contractor fails to respond to, or is unable to respond and refers that call to another agency which results in an ambulance transport, the Contractor shall pay liquidated damages in the amount of two thousand five hundred dollars (\$2,500) per incident. Exceptions to the imposition of such liquidated damages may be granted by the EMS Agency for instances of “instant aid” or “mutual aid” consistent with EMS Agency Policies and Procedures or where such service is governed under a formal written agreement between the Contractor and other agency or during periods of a locally declared disaster; provided, however, that such agreements shall be subject to review and approval by the EMS Agency, and may not otherwise relieve the Contractor from required response time performance requirements for that portion of the EOA.

In the event the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e., the call receives no response), and such incident requires an ambulance response by EMS Dispatch Protocols, the Contractor shall pay liquidated damages in the amount of five thousand dollars (\$5,000) per incident.

10. Dispatch Staffing

In the event the Contractor does not meet the minimum daily staffing levels at the ambulance dispatch center under this Agreement for a twenty-four (24) hour time period, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) for every hour of dispatcher/supervisor staffing, or portion thereof, below minimum staffing requirements. Such liquidated damages shall not apply when the Contractor's dispatcher/supervisor staffing is one (1) hour or less below the minimum for the twenty-four-hour period.

11. Failure to Properly Staff an Ambulance Unit

In the event the Contractor fails to staff any ambulance which provides services pursuant to this Agreement with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) per incident.

12. Failure to Properly License an Ambulance Unit

In the event the Contractor fails to properly license an ambulance unit, which provides services pursuant to this Agreement, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) per ambulance unit per incident.

13. Failure to Properly Equip/Supply an Ambulance Unit

Any ambulance used by the Contractor to provide services under this Agreement failing to meet the minimum required equipment and supply requisites as specified by federal, state, and local law and regulation, including EMS Agency Policies and Procedures, upon inspection by the EMS Agency staff, including the EMS Medical Director(s), shall be immediately removed from service until the deficiency is corrected. Such failure may subject the Contractor, at the discretion of the EMS Agency, to pay liquidated damages in the amount of five hundred dollars (\$500) per occurrence.

14. Failure to Furnish Required Documentation

In the event the Contractor fails to furnish information, reports, or documentation, as required by this Agreement, including, but not limited to, quality assurance and quality improvement documentation, the EMS Agency shall notify the Contractor of such failure. The Contractor shall have a period, which shall be reasonable under the circumstances, to furnish the required information, report, or document. If the Contractor does not furnish the information, report, or document within that time period, the EMS Agency may also require the Contractor to pay liquidated damages in the amount of fifty dollars (\$50) for each item of such information, report, or document which is not timely provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

15. Minor Breach

"Minor Breaches" shall be defined as the Contractor's failure to fulfill any or all of the Contractor's obligations under the terms and conditions of the Agreement that do not constitute a Material Breach of the Agreement by the Contractor, as that term is hereinafter defined.

"Minor Breach" of the agreement includes, but is not limited to:

a. Contractor's failure to comply with the response time performance requirements for any two (2) consecutive months, or for any three (3) non-consecutive months in a calendar year, or if the EMS Agency sets standards for the measurement of selected rural response times or priorities under Section IV.N., herein, failure to comply with such response performance requirements for any two (2) quarters in a calendar year.

b. Contractor's failure to respond to any incident under Section IV.N.11.

c. Contractor's failure to respond the Contractor's paramedic staffed and equipped ambulance unit on all immediate/urgent prehospital responses within the EOA, where the EMS Agency subsequently finds either for any incident, the Contractor dispatched a BLS staffed and equipped ambulance, where an ALS staffed and equipped ambulance unit should have been dispatched, as required by the terms of the Agreement or (ii) one or more Failed Responses under Section IV.O.9 for any two (2) consecutive months or for any three (3) non-consecutive months in a calendar year.

d. Contractors failure to staff community-based ambulances as required in Section IV.K.

e. With the exception of IV.O.1, IV.O.2, IV.O.3, and IV.O.4 above, the Contractor's failure to meet other requirements of the agreement, including, but not limited to, each of the items listed in Section IV.O. that occur in any two (2) consecutive months or in any three (3) non-consecutive months in a calendar year.

f. If Contractor fails to fulfill multiple obligations under the Agreement, any or all of which give rise to a "Minor Breach" and are associated with a single incident, each such failure shall be counted individually as a "Minor Breach" of the Agreement. Therefore, a single incident may give rise to more than one Minor Breaches.

If the EMS Agency's Director finds that the Contractor is in Minor Breach of the agreement, the EMS Agency's Director may (1) declare that the Contractor is in Minor Breach, and (2) impose liquidated damages upon the Contractor in the amount of \$2,500 per Minor Breach, and thereupon shall provide the Contractor with written notice of such declaration of minor Breach and imposed liquidated damages. Such notice shall state (1) that the Contractor has been declared to be in Minor Breach of the Agreement, (2) the reason supporting such declaration of Minor Breach, and (3) that the Contractor is liable for the payment of liquidated damages in the amount of \$500 per Minor Breach, which shall be payable within thirty (30) calendar days from the date of such notice, unless otherwise provided herein. The Contractor may appeal the decision of the EMS Agency's Director to the Kings County Director of Health in accordance with Section IV.AP.

The declaration of minor breach of the Contractor is without prejudice to the rights and prerogatives of the EMS Agency to impose liquidated damages under IV.O.17.c.

P. MODIFICATION OF LIQUIDATED DAMAGE AMOUNTS

The dollar amounts of liquidated damages specified in this Section IV.O., herein, shall be automatically increased by a percentage proportionate to any increase of any user fee adjustment authorized by the Board of Supervisors for the Contractor. Such increased liquidated damage

amounts will be implemented on the same date as the relevant user fee adjustment and rounded to the whole dollar.

Q. AUTHORITY TO IMPOSE AND COLLECT LIQUIDATED DAMAGES

The EMS Agency shall have the authority to impose upon and collect from Contractor any liquidated damages that may be imposed upon Contractor under this Agreement upon the determination by the EMS Agency, with the approval of the Kings County Ambulance Commission.

R. PAYMENT OF LIQUIDATED DAMAGES

The Contractor shall pay all liquidated damages to the County's Director of Health within fifteen (15) calendar days of the date that the EMS Agency mails a written invoice of the imposition of such liquidated damage to the Contractor.

S. APPEAL OF LIQUIDATED DAMAGES

The Contractor shall have the right to appeal the imposition of liquidated damages to the EMS Agency by submitting a written request for appeal to the EMS Agency. This is the first step in an appeal process which can include the Kings County Ambulance Commission and the County Director of Health. The specific process is specified in Section IV.AP., herein.

T. LIQUIDATED DAMAGES ARE DISTINCT FROM ONE ANOTHER

Each and every provision concerning the assessment of liquidated damages herein are distinct from the other. Therefore, a single incident may give rise to the assessment of more than one type of liquidated damages.

U. AMBULANCE VEHICLES

The Contractor shall purchase and provide a minimum of nineteen (19) new and furnished ambulance vehicles upon the commencement of this Agreement. The ambulance vehicles shall be of either a Type I, II, or III (not including the disaster or supervisor vehicle if not used as ambulances), and shall meet or exceed the current federal KKK-A-1822 minimum standards for general vehicle design, type and floor plan; vehicle operation, performance, and physical characteristics; vehicle weight ratings and payload; chassis, power unit, and components; and electrical system and components (except vehicles are not required to be equipped with AC utility power); except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. Federal KKK minimum standards regarding portable medical or rescue equipment, emergency light configuration, and paint/external markings are not required. Upon the request of the Contractor, the EMS Agency may waive a specific vehicle requirement.

For new or replacement vehicles during the term of this Agreement, such equivalent federal ambulance minimum standards shall be met at the time of the vehicle being placed into service, except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. All such ambulances shall also meet or exceed the equipment, marking, and licensing minimum standards of the State of California.

Vehicle markings are subject to the prior written approval of the County or EMS Agency and shall include the following on each side and the back of the vehicle:

1. 9-1-1 information
2. Unique ambulance I.D. number.

V. AMBULANCE VEHICLE FLEET REQUIREMENTS

The Contractor shall furnish a sufficient number of ambulances equipped for ALS services to maintain a surplus of ambulances in excess of the Contractor's peak hour system status coverage, including community-based units. The Contractor shall provide vehicles and all on-board equipment equal to a minimum of 133% of peak ambulance coverage identified in the System Status Plan rounded to the nearest whole number.

W. AMBULANCE AND EMERGENCY VEHICLE REPLACEMENT

The Contractor shall be responsible for developing and implementing a vehicle replacement program which incorporates provisions to rotate older vehicles out of "front line" service and replace them with new units at predesignated mileage or age limits consistent with the standards outlined in the Contractor's Proposal. Ambulances and emergency vehicles should be replaced as necessary to maintain the vehicle reliability proposed under the procurement process, including that vehicles shall not be utilized as ambulances for this Agreement after 5 years in service, or 280,000 miles of use.

X. FUEL AND LUBRICANTS FOR AMBULANCES AND EMERGENCY VEHICLES

The Contractor shall be responsible for providing its own fuel and lubricants as necessary for its vehicles used under this Agreement.

Y. VEHICLE MAINTENANCE PROGRAM

The Contractor's ambulance fleet maintenance program should share the primary objective of aircraft maintenance programs -- i.e., to prevent the occurrence of a disabling malfunction at a critical time -- in the case of ground ambulances -- while enroute to scene, at scene, or enroute to hospital with patient on board. Secondary objectives of an ambulance maintenance program include reduced costs of repairs, improved performance and fuel economy, extended safe useful life of equipment, higher resale or residual value of retired equipment, reduced accident rates, and other objectives that promote good equipment maintenance and repair practices.

The Contractor shall provide a vehicle maintenance program which is designed and conducted so as to achieve high standards of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel knowledgeable in maintaining and repairing ambulances, developing and implementing standardized maintenance practices, utilizing replacement parts which conform to the Original Equipment Manufacturer's (OEM) standards for such parts, and incorporating an automated or manual maintenance program record keeping system. These records shall provide a sequential record of mechanical problems reported and work completed on the fleet and individual vehicles. The Contractor shall provide County with documentation of major changes in such vehicle maintenance program. The Contractor shall utilize the vehicle maintenance program which is in the Contractor's Proposal submitted to the County and the EMS Agency on March 2, 2020, or a replacement program approved by the EMS agency.

Z. ON-BOARD EQUIPMENT AND SUPPLIES

The Contractor is responsible for providing all medical supplies, including drug and solution inventory in accordance with EMS policy and procedure. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances, including the requirements of EMS Agency Policies and Procedures (EMS Policies #291 and #293) and any equipment submitted in its proposal. All vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

1. Installing and Debugging Equipment and Software

The parties acknowledge that it is likely that the Contractor will become involved, from time to time, in assisting the EMS Agency with installing and debugging new communications-related or medical equipment and software which may be placed in service by the EMS Agency while this Agreement is in effect. It shall be the Contractor's responsibility to inspect such equipment for compatibility with the Contractor's ambulance operation, to cooperate and assist in installing and debugging such equipment/software, and to report to the EMS Agency in a timely manner concerning any problems with such equipment which might reasonably require the EMS Agency or County's attention.

2. First Responder Resupply

Except for radio equipment and forms, the Contractor shall stock and resupply first responder units with all durable and disposable medical supplies and equipment as listed in EMS Policy #291 under First Responder Units/Automated External Defibrillation (FRU/AED) with the following exception. The Contractor is not required to provide any equipment or supplies listed under "Personal Protective Equipment." However, the Contractor will be required to supply the first responders with non-sterile gloves, which are routinely used at medical calls. In addition, the Contractor will provide first responder personnel with single use Tyvek garments (or equivalent) at the time of an event requiring the use of such personal protection. Resupplying of disposable medical supplies shall only be supplies that are expended when treatment has been provided by first responder agencies in accordance with EMS treatment protocols. Such resupply is limited to responses occurring within the EOA. The stocking and resupply of durable medical equipment includes the on-going maintenance and replacement of such equipment. The Contractor will not be obligated to restock supplies used by first responder personnel for personal use or to restock personal "trauma bags" in personal vehicles. The restock of supplies is specifically for the supplies used on medical responses within the EOA that originated from the first responder apparatus. Since first responder agencies have already purchased and maintain durable medical equipment, the Contractor shall work with the first responder agencies within the EOA to develop a replacement schedule of equipment at the end of the equipment's life and also to assume immediate responsibility of maintenance for the durable medical equipment. The Contractor shall not be responsible to replace equipment that is lost or misused by the first responder agency. The EMS Agency will make final determination on any disagreements regarding the replacement of durable and/or non-durable medical equipment and supplies.

The Contractor shall replace all first responder AEDs, equipped airway and medical supply bags at the commencement of this Agreement. The Contractor shall work with first responder agencies within the EOA to develop a plan for supplies and restock. The Contractor shall develop and

implement a program where the Contractor shall furnish a supply of durable medical equipment immediately to ensure that the first responder apparatus is not left without required medical equipment. In addition, the Contractor will ensure that the durable medical equipment includes the necessary accessories to appropriately use the equipment on a patient. For example, the Contractor shall provide long spine boards with straps and head blocks sufficient to maintain at least one (1) set on each staffed and volunteer fire department first responder unit located within the EOA. This program shall include procedures to exchange such long spine boards and straps/head blocks at the scene of the incident when such equipment has been used by first responder personnel on a patient transported by the Contractor's ambulance unit. Participation in this program is not required of each fire department in the EOA. Some of these departments may elect to provide their own equipment. For fire departments which do not wish to participate in this program at the commencement of the Agreement, but which later request to participate in it, the Contractor shall have reasonable time period from the date of the request to plan, budget, procure equipment, and implement such a program with these additional fire departments.

AA. INTEGRATION OF SERVICES

The Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, law enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies.

AB. COMMITTEES

The Contractor shall participate in the appropriate local EMS committees and related subcommittees, as determined by the EMS Agency.

AC. ASSISTANCE TO FIRST RESPONDER SERVICES

The Contractor will not be required to provide non-transport first responder services separately from the emergency medical services which it is required to provide in connection with its ambulance operations under this Agreement. However, the Contractor will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the Contractor shall provide assistance for those non-transport first responder services, as specified herein, in order to provide a coordinated and effective patient care delivery mechanism.

The parties acknowledge that non-transport first responder services are provided by fire departments within the EOA. The parties also acknowledge that most of these agencies provide public safety first aid or EMT-I level services, and the majority of these units provide BLS-defibrillation. The EMS Agency may designate additional first responder agencies to provide BLS-defibrillation or some first responder agencies to provide advanced life support (paramedic) services.

The parties further acknowledge that while non-transport first responder services are not, as of the commencement date of this Agreement, mandated by law, they assist ambulance provider agencies in an integral component of the EMS System. That is, the timely delivery of basic life support -- airway management, CPR, and bleeding control -- and defibrillation to patients with life-threatening emergencies. Therefore, the Contractor is required to assist non-transport first responder agencies in the following ways:

1. Resupply Program

Stock and supply of durable and disposable medical supplies and equipment as described in Section IV.Z.2., herein.

2. Paramedic Assist Training

The Contractor shall provide paramedic assist training, upon request from a non-transport first responder agency, as described in Section IV.AL.2.c., herein.

3. First Responder Assistance During Transport

The parties acknowledge that some emergency medical conditions require additional personnel during patient transport. Specifically, patients in respiratory arrest, cardiac arrest, or with an unstable airway generally require such additional personnel during patient transport. The Contractor may provide such additional personnel or may request such assistance from on-scene non-transport first responder personnel.

4. Transportation Arrangements for First Responders to Assigned Stations

For incidents within the EOA, if the Contractor's paramedic personnel request that one or more first responder personnel assist with treatment during transport and such personnel do assist during transport, the Contractor shall provide the first responder agency with a Fifty and No/100 Dollar (\$50.00) stipend for the incident. Said stipend shall be for each incident, *not per person involved in the transport*. This stipend is not required for situations where the first responder is an EMT-Paramedic and, as team leader, accompanies the patient during transport. Nor does it apply in any other patient care situations or situations where the first responder personnel make their own determination that they will accompany the patient during transport.

Where a stipend is required to be paid herein, the Contractor will arrange for transportation of first responder personnel to their station (i.e., fire station) within ten (10) minutes of that ambulance unit's arrival at the hospital. If all such personnel are not returning to their station within such ten (10) minute time period, the stipend for the incident will be increased to One Hundred and No/100 Dollars (\$100.00). The increased stipend does not apply if the first responder agency elects to pick up its personnel.

AD. QUALITY ASSURANCE AND QUALITY IMPROVEMENT

For the purposes of the EMS System, "quality assurance" or "quality improvement" shall mean the coordinated and confidential program of prospective, immediate, and retrospective monitoring of, and feedback on, the effectiveness and efficiency of the delivery of services in the EMS system. The EMS Medical Director and EMS Agency developed and implemented standards of care and medical direction to include prospective (e.g., training, certification/accreditation/licensure standards, operational procedures), immediate (e.g., base hospital contact) and retrospective methods (e.g., quality assurance and/or quality improvement program audits). Employer/employee relationships at provider agencies shall be conducted in a manner which recognizes EMS personnel's obligation to provide care consistent with such standards. The obligation upon such personnel and agencies includes, but is not limited to, adherence to state and local laws and regulations (both those that are now in effect or may hereafter be enacted or adopted), active participation in a quality

assurance and/or quality improvement program, as established by the EMS Agency, cooperation with unusual occurrence and incident investigation (including certification/licensure review) conducted by the EMS Medical Director and the EMS Agency, and participation in appropriate EMS advisory groups, as determined by the EMS Agency.

The Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and policies (both those that are now in effect or may hereafter be enacted or adopted) including, but not limited to, EMS Agency Policies and Procedures for medical direction, quality assurance and/or quality improvement program, special incident reporting, and policies on data collection and evaluation. The Contractor shall identify a Prehospital Liaison Officer. The Contractor shall maintain the confidentiality of applicable EMS records including, but not limited to, patient information, medical records, medical audit documentation, and quality assurance and quality improvement records consistent with relevant sections of state law including, but not limited to, the Confidentiality of Medical Information Act of 1981, Section 56, et seq., of the California Civil Code, Section 1157 et seq., of the California Evidence Code, Section 1040 of the California Evidence Code, and Title 22, Division 9 of the California Code of Regulations.

The EMS Agency will assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor's EMS personnel who are providing service under this Agreement according to EMS Agency Policies and Procedures.

1. Quality Assurance

The Contractor shall participate in the quality assurance procedures defined by EMS Agency Policies and Procedures.

2. Quality Improvement

The Contractor shall develop and maintain an internal Quality Improvement program which integrates with the Quality Improvement Procedures of the EMS Agency. The Contractor's Quality Improvement program shall meet, at a minimum, the elements set forth below:

a. Patient's Rights

The Contractor shall develop and maintain patient's rights policies, which shall provide, at a minimum, the following to patients:

(1) Fast, effective medical treatment and transportation to a health care facility of their choice, or as specified by EMS Agency Policies and Procedures, regardless of their ability to pay;

(2) Appropriate information regarding the treatment needed with the right to refuse any treatment or service, as provided by law;

(3) Full explanation of bills about which the patient or patient representative has questions;

(4) Confidential treatment of patient information and medical records, as required by law;

- (5) Active listening of the patient during transport or later and answer all questions promptly;
- (6) Bill insurance or third-party payor as part of the service to the patient; and
- (7) Retention of patient records and patient access to their records, as required by law.

b. Internal Quality Improvement Program

(1) Medical Care Personnel (EMTs & Paramedics)

The Contractor shall develop and maintain an internal Quality Improvement program. This program shall include, at a minimum, the following elements:

(a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;

(b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;

(c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;

(d) Observation and evaluation of EMTs and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency; such evaluations must be consistent with EMS Agency Policies and Procedures; and

(e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education ("CE") through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.

(2) Dispatch/Communications Personnel

The Contractor shall develop and maintain an internal Quality Improvement ("QI") program for its dispatch operations, which shall, at a minimum, include the following elements:

(a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;

(b) A dispatch QI committee that meets regularly to consider the following issues: receipt of call to the ambulance dispatch center, compliance with EMS call triage protocols, the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan, including posting locations, and field/dispatch rapport;

(c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency for Quality of Care Issues and provide reports on

issues/areas reviewed, problems identified, and corrective action taken or recommended;

(d) Observation and evaluation of ambulance dispatchers, including compliance with EMS call triage protocols, the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan including ambulance posting locations; such evaluations must be consistent with EMS Agency Policies and Procedures; and

(e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.

(3) Operational Quality Improvement (QI) Program

The Contractor shall develop and maintain an internal QI program for its overall business operations, which shall, at a minimum, include the following elements:

(a) Formation and maintenance of employee-based quality oversight team(s) whose function is to provide input to the Contractor on aspects of the Contractor's local operations;

(b) Encourage all personnel to participate in the QI program; and

(c) Have separate issue-specific QI committees, or if appropriate, a single committee with company-wide representation.

AE. INQUIRIES AND COMPLAINTS

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions, as provided by law. The Contractor shall meet regularly with EMS Agency representatives to review all complaints received and the appropriate disposition/resolution.

AF. DISASTER RESPONSE

During a declared disaster that has impact on Contractors resources, as determined by an agency of government either locally or in the neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor by the EMS Agency or County Director of Health. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist by providing emergency medical services in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of this Agreement are as follows:

1. During such periods, the Contractor may be released from response time performance requirements, including late run liquidated damages, until notified by the County's authorized representative that disaster assistance may be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local operational disaster protocols established by the EMS Agency, or in the case of out-of-county incidents, local operational disaster protocols established for that area by that community.

2. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.

3. The Contractor shall provide one (1) authorized emergency vehicle as a disaster response vehicle as described in Section IV.AG., herein.

4. Contractor will house a local cache of disaster supplies which will include personal protective equipment. The contractor shall work with the EMS Agency to develop the inventory list for such cache.

5. When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under this Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

6. During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and in consultation with EMS Agency staff, suspend scheduled and, if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.

7. Ambulance dispatch center operations shall be altered as necessary to address the additional communications needs during disaster situations including the increased number of ambulance units, coordination of out-of-area mutual aid response units, hospital information coordination, and patient transport information. County disaster plans and EMS Agency Policies and Procedures shall govern ambulance dispatch responsibilities and the role of EMS Agency staff in supervising and assisting with ambulance dispatch center operations.

8. During periods of evacuation due to earthquake, wild-land fire, or other emergencies, and in accordance with local disaster plans, the Contractor shall assist to the best of its ability in providing medical services to shelters and casualty collection points which may be established as a result of an evacuation. This would include the provision of medical care, oxygen, and medical supplies as necessary due to shortages which may occur. This may require the posting of an ambulance unit at specific locations in the County which are not normal posting locations including at such shelters and casualty collection points. According to local and EMS disaster plans, ambulance units and personnel are not the primary resource for providing such services, however, lack of, or exhaustion of, resources may prompt their use as a back-up.

Normal (i.e., not disaster related) instant-aid, mutual-aid, or multi-casualty incidents calls rendered by the Contractor shall be performed in accordance with approved EMS procedures, and, as applicable, mutual aid agreements. In the course of rendering such instant-aid mutual aid services, the Contractor shall not be exempt from late run liquidated damages otherwise imposed by this Agreement, and the Contractor shall manage any response to such instant aid/mutual aid requests in a manner which does not jeopardize the Contractor's obligation to provide timely services, as required under this Agreement.

AG. DISASTER RESPONSE VEHICLE

The Contractor shall provide a minimum of one (1) disaster response vehicle that is capable

of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle. This vehicle shall be kept in good working condition and available for emergency response to the scene. As a minimum, equipment inventory for the disaster response vehicle shall include backboards and straps, cervical collars, head immobilization sets, splints for legs and arms, bandaging material, oxygen, communications equipment, medical supplies, and blankets.

Prior to October 15, 2020, the Contractor shall submit to the EMS Agency a written proposal for a minimum equipment inventory to be stored in the disaster response vehicle and describe the mechanism which will be utilized for inventorying and assessing the on-going usefulness of such equipment. Within two (2) weeks of receiving such proposal, the EMS Agency will take action to either approve such proposal, request revisions of such proposal, or reject such proposal, and provide written notice thereof to the Contractor. If the EMS Agency rejects such proposal, the Contractor shall promptly submit another proposal that will comply with the EMS Agency's requirements. If the EMS Agency either approves such proposal, or requests revisions of such proposal, the Contractor shall carry out such proposal, either as approved or approved with the requested revisions, under this Agreement. The Contractor shall have a procedure for the prompt staffing of this vehicle with a driver authorized to operate emergencies vehicles.

AH. FIELD SUPERVISOR

The Contractor shall provide continuous supervision of its operations through a "Field Supervisor" who is available twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that this Agreement is in effect. The Contractor shall establish a schedule for such Field Supervisors which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of complaints. The "Field Supervisor" shall be a licensed and locally accredited paramedic and assigned to a non-ambulance vehicle that is supplied and equipped to provide advanced life support care and treatment. The Contractor may utilize its disaster response vehicle as its Field Supervisor vehicle.

AI. SPECIAL EVENT AND STANDBY SERVICES

The Contractor shall provide, at no cost to the County or the EMS Agency or the person or organization requesting such services, standby advanced life support (paramedic) coverage at the request of any public safety agency in the EOA, including police, sheriff, fire, California Highway Patrol, EMS Agency with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. In the event the Contractor receives conflicting requests for such standby services and cannot meet all of the requests under its system status plan, then the Contractor shall provide such coverage at its own reasonable discretion.

The Contractor shall provide standby special event coverage, at no cost to the County or the EMS Agency or the person or organization requesting such services, with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. The Contractor is encouraged to provide such non-dedicated standbys to events currently receiving such services (e.g., high school football games). If the Contractor is requested to provide such services with a dedicated ambulance unit, then the Contractor may enter into a separate agreement with the requesting party for such service, provided that the Contractor shall make every

attempt to negotiate a fair and reasonable charge for such services, which shall not exceed the maximum allowable user fees as set forth in this Agreement.

AJ. EMS AIRCRAFT

The County reserves the right to allow helicopter air ambulance service or helicopter air rescue services to operate in the County for the purposes of providing aeromedical transportation services (both immediate and scheduled). This includes flights and transportation within and over the EOA. Prehospital utilization of such services is based upon EMS Agency Policies and Procedures. The Contractor shall comply with EMS Agency Policies and Procedures regarding the use of these services when they are deemed by the EMS Agency to be in the best interest of patient care. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided by the ambulance dispatch center in accordance with EMS Agency Policies and Procedures. The Contractor may provide such helicopter services, subject to the EMS Agency approval.

AK. DATA COLLECTION AND RECORDS

1. The Contractor's data collection and reporting system shall meet the following minimum standards:

a. The Contractor's ambulance dispatcher shall, for each request for ambulance service, regardless of response priority, geographic origin, nature (including instant/mutual aid), and final disposition, complete an approved dispatch record, using EMS Agency approved coding conventions and time-stamping rules, and shall, on a monthly basis, furnish such information to the EMS Agency.

b. The Contractor shall ensure that all radio and telephone communications with and between persons/agencies requesting ambulance service, its ambulance units, personnel, and the ambulance dispatch center (including time track) are digitally recorded and maintained in accordance with EMS Agency Policies and Procedures.

c. The Contractor shall be responsible for ensuring that its personnel comply with all EMS Agency Policies and Procedures regarding documentation requirements as they relate to ambulance responses and patient care, including but not limited to, the use of Electronic Prehospital Care Reports (EPCR), and Refusal of Medical Care and Transport ("RMCT") forms.

d. The Contractor shall make available to its personnel, Incident Report Forms and QA/QI report forms, and shall encourage the appropriate use of such forms in accordance with EMS Agency Policies and Procedures and the Contractor's internal QA/QI program.

e. The Contractor shall develop and furnish its personnel with an "Equipment Failure Report" form and require the appropriate use of such in accordance with the Contractor's internal vehicle and equipment maintenance program. Copies of completed forms shall be provided to the EMS Agency, upon request. Additionally, the Contractor shall document its findings regarding such report and, as indicated, the measures taken to correct or eliminate the problem.

f. The Contractor shall provide the EMS Agency with a copy of Contractor's system status plan and, as indicated in Section IV.J., herein, any changes made to such plan.

g. The Contractor shall be responsible for ensuring that its personnel possess the

appropriate and current licenses, certifications, and accreditation necessary to perform their duties for the Contractor during the Contractor's performance of its obligations under this Agreement. Contractor shall implement a record keeping system, which documents these requirements and provides prompt access to those records by the EMS Agency. The Contractor shall provide the EMS Agency with a listing of its personnel and their license, certification, and accreditation information. The Contractor shall update such list and shall provide a copy of such updated list to the EMS Agency upon request.

h. The Contractor shall document each instance when any ambulance response resulted in a response time in excess of the prescribed response performance requirement and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all ambulance calls with greater than two (2) minutes elapsed time between the EMS Communication Center's receipt of request and alerting of the ambulance unit, and for all ambulance calls with greater than two (2) minutes elapsed time between the ambulance dispatch center's alerting of the ambulance unit and the ambulance unit enroute. Such documentation shall be provided to the EMS Agency within ten (10) working days of the end of the month.

i. The Contractor shall provide to the EMS Agency, within ten (10) working days of the end of the month, metro and rural scheduled unit hours and actual unit hours. The Contractor shall provide the EMS Agency with a monthly report on unit hour utilization ratio within the EOA (number of ambulance transports divided by number of actual unit hours) by the Contractor in the metropolitan and rural response zones.

j. The Contractor shall maintain a copy of all of the Contractor's financial statements which clearly support and identify the operations which are the subject of this Agreement, and shall prepare an annual report of the financial results of such operations. This annual report shall be prepared and audited by an independent certified public accountant. The County and the EMS Agency shall have the right to examine and audit such financial records at any time with or without notice.

k. The Contractor shall operate or contract for a data processing, billing collection and reporting system sufficient to allow the EMS Agency to monitor and investigate the Contractor's performance and compliance with the provisions of this Agreement, the Contractor's Proposal, Contractor's system status management plan, and applicable Federal, State and local laws and regulation, now in effect, or as hereafter enacted or adopted.

l. The Contractor shall maintain billing and accounts receivable information as required by the terms of this Agreement described herein, billing records capable of documenting the Contractor's compliance with authorized fee-for-service charges, and account records capable of linking payments received over time to the calendar month in which the receivable relating to such payments was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the EMS Agency.

m. In the case of a traffic accident involving Contractor's ambulance, the Contractor shall immediately notify the on-call EMS staff. The Contractor shall prepare and provide the EMS Agency a written report, satisfactory to the EMS Agency, concerning such ambulance accident within five (5) calendar days following the accident. The Contractor shall provide the EMS Agency

with a copy of the applicable police report within thirty (30) calendar days following the accident.

n. The Contractor shall provide a monthly report on education and public information activities.

o. Any correspondence, records or other written information (hereinafter "Records") provided by the Contractor to the County or the EMS Agency concerning Contractor's business operations (e.g., financial statements or other financial information) which are the subject of a request for access thereto by a member of public that would qualify as a request under the Public Records Act will be handled as follows:

(1) If the County or the EMS Agency receives any records from the Contractor that are not labeled as confidential or exempt from disclosure to members of the public, such records shall not be exempt from disclosure to members of the public.

(2) If the County or the EMS Agency receives any records from the Contractor that are labeled as confidential or exempt from disclosure to members of the public, the County or EMS Agency, as applicable, will promptly notify the Contractor, in writing, of the request for access to such Record by the member of the public. Contractor shall promptly respond to the County or the EMS Agency, as applicable, in writing (but in no event more than forty-eight (48) hours from the time and date that the County or EMS Agency notifies Contractor of the request), by informing the County or EMS Agency, as applicable, as to whether Contractor is agreeable or objects to the release of such records to the member of the public. If the Contractor objects to such release, such notice of the Contractor shall give the County or the EMS Agency, as applicable, the specific reason(s) why the Contractor believes such records should not be released, citing the specific facts and legal authority supporting its position. If the Contractor fails to timely object to the release of the records to the member of the public requesting access to such records, the Contractor shall be deemed to have waived any and all rights, if any, to claim that the records are confidential or exempt from disclosure to members of the public.

(3) If the County or the EMS Agency, as applicable, after considering such reason(s) given by the Contractor, chooses to release or not to release the records, the County or the EMS Agency, as applicable, may, in its sole discretion, release or not release such records.

(4) If the County or the EMS Agency, as applicable, chooses not to release such records, Contractor shall, in addition to any other indemnification and defense provisions in this Agreement, protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees arising out of, or in any way connected with the County's or the EMS Agency's failure or refusal to release such records to such member of the public. In addition, if the member of the public requesting access to the records pursues legal action against the County or the EMS Agency in order to obtain access to the records, the Contractor shall, at its own expense, appear through legal counsel in such court action by joining in the defense of the County and the EMS Agency.

(5) It is understood that Contractor's labeling of or requesting the County or the EMS Agency to treat any Record as confidential or exempt from disclosure to any member of the

public shall not, in and of itself, deem such records as being confidential or exempt from disclosure to members of the public.

AL. EDUCATION AND PUBLIC INFORMATION PROGRAMS

1. In-house education

a. Driver Training

The Contractor shall ensure that all its personnel utilized as drivers of ambulances and authorized emergency vehicles shall have appropriate state licensure for both a basic driver's license and for an ambulance driver's license. Additionally, each of these personnel shall have demonstrated competency through completion of the Contractor's emergency vehicle operations course. The Contractor shall provide a copy of the Contractor's emergency vehicle operations course curriculum, and any revisions thereto, to the EMS Agency.

b. Extrication

The Contractor shall annually co-sponsor, with a local fire department, a course in extrication. The Contractor shall require its personnel to satisfactorily complete such a course within one (1) year of such personnel beginning field operations. Periodic repeat training is not required for individuals who have satisfactorily completed such a course.

c. Incident Command System (ICS)/Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) Training.

The Contractor shall provide training and education to all field, dispatch and supervisory personnel in field command and awareness courses. These courses shall be designed to integrate with the procedures implemented by the County's Office of Emergency Services (OES) and the EMS Agency. The Contractor may utilize outside agencies to provide this training. In many instances, the courses are available online at the Emergency Management Institute Website at <http://training.fema.gov/EMICourses/>. Such training shall meet or exceed the standards prescribed by the California Emergency Management Agency (CAL-EMA and formerly OES). No later than July 1, 2011, all field, dispatch and supervisory personnel shall have verification of successful completion of the following courses:

- IS 100 – Introduction to Incident Command System (ICS)
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management System (Intro)
- Hazmat Awareness

In addition to the above, field and dispatch supervisory personnel shall have verification of successful completion of ICS 300 and IS800.

d. Additional Training

Contractor shall train its paramedic personnel in the following:

- (1) Basic and Advanced Cardiac Life Support

(2) Pediatric Advanced Life Support

(3) Prehospital Trauma Life Support

2. System education

a. ACLS Course

The Contractor shall provide or sponsor a minimum of one (1) advanced cardiac life support course (American Heart Association standards) each calendar year for its personnel and shall allow paramedics and nurses from other provider agencies to attend. The Contractor is not prohibited from charging non-employees for individual materials provided at each course.

b. EMS Continuing Education

The Contractor shall provide in-service training programs for its personnel and shall annually provide a minimum of twenty-four (24) hours of advanced life support (paramedic) level continuing education, twelve (12) hours of EMT-I level continuing education and twelve (12) hours of ambulance dispatcher continuing education. Such training programs shall be open to personnel from local hospitals and EMS provider agencies.

c. Paramedic Assist Training

The Contractor shall develop and provide a paramedic-assist training program (approved by the EMS Agency) to first responder personnel stationed within the EOA, upon the request of their provider agency. Consistent with EMS Policy #542, paramedic assist training concerns the training of such first responder BLS personnel on procedures that may be used to assist paramedic personnel with the provision of ALS procedures. The length of the program and topics covered in the program will be in accordance with EMS Agency protocol standards for BLS personnel assisting paramedic personnel. As a minimum, the following training will be offered annually at no cost to the first responder agencies:

- (1) Provide overview and training on setup of the 12-lead EKG equipment
- (2) Use of the AED
- (3) Helicopter utilization
- (4) MCI Training
- (5) Basic overview of Emergency Medical Dispatch and the roles of the PSAP s
- (6) Overview of changes or modification in EMT and EMT-P treatment protocols.

d. EMS Primary Training

The Contractor shall, upon the request of the EMS Agency, participate in the education, training, and in-service training of EMS dispatch, first responder, EMT-I, National Park Service Parkmedic, EMT-Paramedic, Mobile Intensive Care Nurse, and EMS Base Hospital Physician personnel. The Contractor shall provide an orientation of its local operation, upon request,

to prehospital first responders operating within the EOA and for EMS training programs conducted by the EMS Agency. The Contractor shall provide adequate numbers of EMS Training Officers for field evaluations and EMS primary training programs (including, but not limited to, field internships for Parkmedic students and paramedic students).

3. Community Education

a. CPR Training

The Contractor shall annually sponsor or participate in a minimum of eighteen (18) CPR classes to the public. Such training programs shall be publicized within the EOA to schools, industry, business, government and the general public, and rotated throughout the EOA. The Contractor must also provide CPR training for first responder agencies upon request. Six (6) of the CPR courses for first responder agencies can be counted towards the 18 annual CPR course.

b. Public Information

The Contractor shall participate in general public information and education programs upon reasonable request by the County, public, or community organizations.

AM. SAFETY PROGRAM

The Contractor shall maintain compliance with the guidelines and requirements of the Federal Occupational Safety and Health Administration and California Occupational Safety and Health Administration. Additionally, the Contractor shall take actions necessary to minimize the risk of disease or injury to all of the Contractor's personnel.

AN. OTHER REQUIREMENTS

In addition to being required to perform each and every one of its other obligations under this Agreement, the Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and EMS Agency Policies and Procedures (both those that are now in effect or may hereafter be enacted or adopted), including, but not limited to, those related to medical direction, quality assurance, special incident reporting, treatment protocols, medical equipment, transportation, disaster operations, data collection and evaluation, dispatch, communications, training, certification and accreditation standards.

AO. CONTRACT ADMINISTRATION

1. Business Operations

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County and EMS Agency's representatives, including the EMS Medical Directors, may observe the Contractor's operations, and the Contractor shall make available to the County and EMS Agency for examination, its records with respect to all matters covered by the Agreement, make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters, in connection with the Agreement. The County and EMS Agency's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable

notification shall be given to the Contractor in advance of any such visit.

2. Field and Dispatch Center Operations

County and EMS Agency representatives may, at any time, and without prior notification, directly observe the Contractor's operation of the ambulance dispatch center, and any ambulance post location. County and/or EMS Agency representatives may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County and EMS Agency representatives shall conduct themselves in professional and courteous manner, shall not interfere in any way with the Contractor's personnel in the performance of their duties, and shall at all times be respectful of the Contractor's employer/employee relationship.

This right to directly observe the Contractor's field operations, ambulance dispatch center operations, and maintenance facility, shall also extend to authorized representatives of the Kings County Ambulance Commission, provided that such persons do not interfere with, and are polite to the Contractor's personnel at all times during such visit.

The Contractor shall retain and make available for inspection by the County and EMS Agency, for at least a three (3) year period from expiration of the Agreement, all of the documents and records required and described herein. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Government Code Section 8546.7).

AP. DISPUTE AND APPEALS PROCESS

1. Overview

The County's and the EMS Agency's administration of this Agreement provides a multi-layered system in order to allow the County and the EMS Agency to enforce the Contractor's performance of its obligations according to the terms and conditions of this Agreement. The Contractor shall be responsible for monitoring its performance under this Agreement by ensuring that its personnel and equipment are in compliance with the terms of this Agreement, and that Contractor is performing its obligations under this Agreement, at all times. The EMS Agency is primarily responsible for administration of this Agreement. The County Director of Health, and the Kings County Ambulance Commission, provide a role in the Dispute and Appeals Process.

2. The Kings County Ambulance Commission (KCAC)

The KCAC is an EMS Advisory committee appointed by the Board of Supervisors. The KCAC provides for a public review of the Contractor's performance under this Agreement. The KCAC has multiple responsibilities under this Agreement, including a role in the Dispute and Appeals process.

3. Appeal to the EMS Agency Director

The Contractor shall have the right to appeal late responses, reported minor breaches, and liquidated damages assessed to Contractor to the EMS Agency's Director by submitting an appeal, in writing on forms provided by the EMS Agency, within ten (10) calendar days of receiving

written notification of a late response and/or liquidated damage assessed, including liquidated damages assessed as a result of a minor breach by the Contractor. Such an appeal shall include the following:

- In the case of late responses, the Contractor shall explain the reasons why the Contractor believes such late response should be exempted from performance requirements under this Agreement;
- In the case of liquidated damages, the Contractor shall explain the reasons why the Contractor believes such liquidated damage should not be assessed under this Agreement; or
- In the case of minor breaches, the Contractor shall explain why the Contractor is not in breach of this Agreement or document a correction of a breach of this Agreement to the satisfaction of the EMS Agency.

The EMS Agency's Director or his designee shall review all requests for exemption from such requirements and respond in writing to the Contractor within ten (10) calendar days of the receipt of such request and advise of the determination of such review. The EMS Agency shall provide a report to the KCAC of all appeals by the Contractor which are denied by the EMS Agency's Director or his designee.

4. Appeal to the Kings County Ambulance Commission (KCAC)

In situations where the Contractor objects to the action of the County Director of Health, by supporting or modifying the decision of the EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under the Agreement, including the EMS Agency's imposition of liquidated damages, the Contractor may appeal such a decision to the KCAC. The KCAC may support, modify, or overrule the decision of the County Director of Health and the EMS Agency's Director. In the case of an appeal of a late response or liquidated damage (other than for Minor Breach), the decision of the KCAC shall be final.

5. Appeal to the Director of Health

In situations where the Contractor objects to the action of EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under this Agreement, including the EMS Agency's assessment of liquidated damages, the Contractor may appeal, within five (5) days of such notice, such decision to the County's Director of Health. The County Director of Health may support, modify, or overrule the decision of the EMS Agency's Director.

V. COMPENSATION STANDARDS

A. COMPENSATION

The Contractor agrees to accept the following as full compensation for any and all services rendered under this Agreement:

1. Use of current EMS communication system infrastructure, as specified herein;
2. Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein;
3. Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s);
4. Income from fee-for-service revenues and contracted services charged to user as provided herein; and
5. Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. County shall compensate Contractor for such services, with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

The primary compensation for the Contractor for services rendered under this Agreement will be from funds received from fee-for-service billings and collections from patients and responsible third parties and contract reimbursement mechanisms as provided herein. This includes charges to Medicare and MediCal (MediCaid) for services to beneficiaries of these programs.

Fees and other reimbursement mechanisms for services, other than ground emergency ambulance services and ground advanced life support (paramedic) ambulance services, are not regulated through this Agreement. This includes, but is not limited to, air ambulance services, and critical care transportation services.

B. FEE-FOR-SERVICE

1. Maximum Allowable Fees

The maximum allowable fees that the Contractor may charge patients for services under the Agreement are limited to the following fees:

- a. ALS Base Rate\$1,194.00
- b. ALS-1 – Emergency Base Rate.....\$1,886.52
- c. ALS-2 Base Rate.....\$2,746.20
- d. BLS Base Rate\$991.02
- e. BLS Emergency Base Rate\$1,588.02
- f. Paramedic Intercept.....\$1,743.24
- g. Mileage (rate per mile).....\$39.50 per loaded mile
- h. Non-Transport ALS Treatment Fee\$500.00
- i. Non-Transport Ambulance Assessment Fee.....\$200.00

- j. Stand-by rate (waiting with patient).....\$40.00/15 minutes
- k. Special Event Stand-by (dedicated unit).....\$40.00/15 minutes

The fee structure and the following Billing Level Definitions were developed to coincide with Federal Register, Part IV, Department of Health and Human Services, Centers for Medicare and Medicaid Services, Section 42 CFR Parts 410 and 414 - Medicare Program; Fee Schedule for Payment of Ambulance Services; Final Rule, published in the February 27, 2002 Federal Register, pages 9100 through 9135 as further clarified in the Program Memorandum to Intermediaries/Carriers Transmittal AB-02-130.

2. Billing Definition

- a. BLS Base Rate – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician – basic (EMT-Basic).
- b. BLS-Emergency Base Rate - A BLS Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- c. ALS1 Base Rate – Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an **ALS assessment** or at least one **ALS intervention**.
- d. Advanced Life Support (ALS) Assessment – An assessment performed by an ALS crew as part of an **emergency response** that was necessary because the patient’s reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- e. Advanced Life Support Intervention – a procedure that is, in accordance with State and local laws, beyond the scope of an emergency medical technician-basic (EMT-Basic).
- f. ALS1-Emergency Base Rate - An ALS1 Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is an ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.
- g. ALS2 Base Rate – The transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance vehicle transport and the provision of at least one of the ALS2 procedures listed below:

- (1) Manual defibrillation/cardioversion
- (2) Endotracheal intubation
- (3) Central venous line
- (4) Cardiac pacing
- (5) Chest decompression
- (6) Surgical airway
- (7) Intraosseous line

h. Paramedic Intercept - ALS services provided by an entity that does not provide the ambulance transport. This includes ALS rendezvous. These services are defined in 42 CFR 410.40.

i. Mileage (loaded Mileage) – is the number of miles for which the patient is transported in the ambulance vehicle.

j. Non-Transport ALS Treatment Fee -The non-transport fee is charged when the Contractor's paramedic personnel perform ALS treatment skills (excluding EKG interpretation), in accordance with EMS Agency Policies and Procedures, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage to scene, and the like). However, the total of segregate charges shall not exceed the maximum allowable non-transport.

k. Non-Transport Ambulance Assessment Fee – An assessment performed by an EMS crew as part of an ambulance response because the patient's condition at the time of request warranted a response by a fully staffed ambulance unit capable of performing a patient assessment for the appropriate level of response.

C. USER FEE ADJUSTMENT

1. Contractor's fee for service rates proposed in its response to the request for proposals shall remain in effect through December 31, 2021. Thereafter, at the beginning of each calendar year beginning March 1, 2022, the fee-for-service rates shall increase by the Consumer Price Index Series ID CUSR0000SEMC04, Services by Other Medical Professionals, in an amount not to exceed 3% annually. Prior to March 1st of each year of the Agreement, the Contractor shall provide a written statement, including calculations used to determine increase, to the EMS Agency of its planned fee-for-service rates. The EMS Agency and County will review and approve proposed fee adjustment prior to implementation.

The County and EMS Agency expect the Contractor to conduct its operations under this Agreement in a fiscally responsible manner and that the annual fee-for-service adjustment would provide the necessary resources for the provision of Emergency Ambulance Service throughout the term of this Agreement. The County and EMS Agency also realize that there remains uncertainty in the future healthcare reimbursement, including ambulance services. Therefore, the County and EMS Agency will allow Contractor, due to unusual events that are beyond the control of the Contractor, to request the fee-for-service rates be modified or adjusted by the

Board of Supervisors pursuant to the following provisions:

2. In the event of extraordinary circumstances beyond the Contractor's control which cause substantial or unforeseen increases in Contractor's cost of doing business (but not including increased personnel or labor costs) or major decreases in reimbursement, the Contractor may request a user fee adjustment. The Contractor shall follow the same process described in Section V.C.1. above.

3. Compensation Adjustment for Increased or Decreased Medical and Operational Standards and Requirements.

The County and EMS Agency desire an increasingly cost-effective prehospital system which maintains medical effectiveness. Therefore, medical and operational standards and requirements may be adjusted or increased by the County and/or EMS Agency frequently throughout the term of this Agreement. When the Contractor reasonably believes that such changes prompt a need for an adjustment to maximum allowable user fees, the Contractor shall promptly give notice to the EMS Agency of the fiscal impact that the proposed system changes have upon the Contractor's local operations. The County and EMS Agency may, in their discretion, elect to schedule a hearing before the Board of Supervisors to consider any necessary adjustment of maximum allowable user fees.

4. Any user fee adjustment made under this Section V.C. shall not be effective unless and until it is approved by the County's Board of Supervisors, and the parties enter into a written amendment to this Agreement concerning same pursuant to Section VII.E.4.

5. The burden of proving the facts supporting any of Contractor's requests for an increase in maximum allowable user fees, and the need for the increase in the maximum allowable user fees shall rest entirely with the Contractor.

6. Any correspondence, records or other written information provided by the Contractor to the County or the EMS Agency in order to support any of Contractor's requests for an increase in the maximum allowable user fees shall not be exempt from disclosure to any member of the public that would qualify as a request under the Public Records Act (Government Code, Sections 6250 et seq.), notwithstanding any attempt or request by the Contractor to the County or the EMS Agency to label or treat such correspondence, records or other written information as confidential or exempt from disclosure to any member of the public.

D. ITEMIZED CHARGES

The Contractor may not charge for supplies or for procedures other than those specifically identified in the user fee schedule of this Agreement. Night response, oxygen administration and emergency response and charges for supplies shall be included in the applicable base rates. These may be segregated for identification where necessary for specific third-party payers (e.g., MediCal and Medicare), but the total segregated charge shall not exceed the applicable maximum allowable base rate. Charges for other supplies and procedures may not be charged unless authorized by a user fee adjustment approved pursuant to the procedures specified in Section V.C., herein.

E. ON-SCENE COLLECTIONS

Except for ambulance calls which originate or terminate outside the EOA and special event stand-bys, the Contractor's personnel are strictly prohibited from requesting or receiving payment for any services rendered at the scene, enroute, or upon delivery of the patient.

F. COUNTY COMPENSATION

1. Non-Cash Compensation

The following are the forms of non-cash compensation given by the County to the Contractor so long as the Contractor provides services under this Agreement:

a. The use of the existing communications infrastructure for EMS Med Channels, as defined in the EMS Agency Policy and Procedure Manual. Contractor will maintain the infrastructure in existence at the time this Agreement is executed. Any future enhancements or improvements to the communications system necessary for the provision of services shall be provided by the Contractor.

b. Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s), including, but not limited to authorization to obtain and utilize drug and solution inventories for the Contractor's provision of services under this Agreement.

2. Cash Compensation

The County shall pay Contractor for ambulances services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. The County shall compensate Contractor for such services with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

For services provided by the Contractor to those persons identified in this Section V.F.2., above, the Contractor shall not bill or otherwise seek reimbursement or payment from such persons for the provision of such services without the prior authorization of the County Director of Health, or his designee.

G. MODIFICATION OF COMPENSATION STRUCTURE

Under this Agreement, the Contractor is responsible for arranging for its compensation from users through billing and collection practices and contract reimbursement through third-party payers. Such arrangement may be modified at any time during this Agreement through written amendments (pursuant to Section VII.E.4., herein) to this Agreement negotiated and executed by the parties.

VI. DEFAULT PROTECTION PROVISIONS

A. PERFORMANCE SECURITY

The Contractor acknowledges that the procurement process leading up to this Agreement

establishes an EOA for an essential governmental service -- that is, the EMS Agency has, upon the recommendation of the County, designated an EOA and the County has contracted with a provider agency whose purpose is to provide for the public's emergency medical needs (i.e., the Contractor). In this regard, the Contractor acknowledges and agrees that:

1. The County and the EMS Agency must ensure that provisions exist to allow for the continuation of such services in the case of default by the Contractor;
2. This Agreement has been structured to allow the County immediate access to funds to obtain a replacement provider of emergency ambulance service and advanced life support (paramedic) ambulance service in the interim period from the Contractor's default until a new ambulance contractor can be selected; and
3. By participating in the procurement process leading up to this Agreement, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions in the event of the Contractor's default under this Agreement, as set forth in this Agreement are a necessary and important inducement for the County and the EMS Agency to conduct the competitive procurement process leading up to this Agreement, and for the County to enter into this Agreement.
4. Additional performance security requirements are as follows:
 - a. Performance Security

The Contractor must obtain and maintain in full force and effect, throughout the term of this Agreement, performance security in the amount of one million dollars\$(1,000,000) in one of the following forms:

(1) A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond shall be acceptable in form and content to the County. The bonding company issuing the bond shall also be acceptable to the County. In addition, such performance bond shall:

(a) be payable to "County of Kings" or the "Kings County Director of Health, or his designee;"

(b) be for a term of at least one (1) year, and any extension(s) of the term of such bond shall be for terms of at least one (1) year each;

(c) secure the full and faithful performance of all of Contractor's obligations under this Agreement (if there are any written amendments to this Agreement, the Contractor shall promptly obtain a written amendment to said bond which states that it secures the full and faithful performance of contractor's obligations under said amendment);

(d) specifically recite and accept this Agreement's requirements that the bonding company shall immediately release performance security funds to the County upon determination by the Board of Supervisors that, pursuant to provisions set forth in Section VII.B.6.,

herein, the Contractor is in Material Breach of this Agreement; and

(e) specifically acknowledge and agree that litigation brought by the Contractor or the bonding company, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of this Agreement under Section VII.B.6., herein, and that litigation, if any, brought by Contractor or the bonding company against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section VII.B.6., herein., shall only be initiated after the bonding company releases the performance security funds to the County as provided in this Section VI.A.; or

(2) An irrevocable standby letter of credit issued pursuant to this Section VI.A. Such irrevocable standby letter of credit shall be acceptable in form and content to the County. The bank issuing the irrevocable standby letter of credit shall also be acceptable to the County. In addition, such irrevocable standby letter of credit shall:

(a) be payable to the County or the Director of Health, or his designee;

(b) issued by a bank doing business in California;

(c) be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;

(d) specifically recite and accept this Agreement's requirements that the bank shall immediately release performance security funds at sight to the County upon the County's presentation of documentary evidence (the form and substance of which shall be determined by the County) that the Board of Supervisors made the determination that, pursuant to provisions set forth in Section VII.B.6., herein, the Contractor is in Material Breach of this Agreement; and

(e) specifically acknowledge and agree that litigation brought by the Contractor or the bank, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of this Agreement, under Section VII.B.6., herein and that litigation, if any, brought by Contractor or the bank against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section VII.B.6, herein, shall only be initiated after the bank releases the performance security funds to the County as provided in this Section VI.A.; or

(3) A combination of the above forms of performance security that is acceptable to the County.

b. Performance Security Cancellation Notification

The performance bond or irrevocable standby letter of credit furnished by the Contractor pursuant to this Section VI.A., shall provide that such bond or letter of credit shall not be cancelled except upon sixty (60) calendar days prior, express written notice given to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) calendar days following the commencement of such sixty (60) calendar day notice period, provide to the County a replacement performance security meeting the requirements of this Section VI.A. in a

form and content acceptable to the County, and from an institution that is acceptable to the County.

For performance security required under this Agreement, the Contractor shall additionally require that the issuer of such security to provide the County with prior, express written notice of the cancellation of such security.

5. Liquidated Damages for Default or Breach of this Agreement

The County and the Contractor agree that this liquidated damage provision is a fair and necessary part of this Agreement. The Contractor agrees with the County that the amount of the estimated liquidated damages required to be paid to the County herein represents a reasonable endeavor by the County and the Contractor to estimate a fair compensation for damage to the County from the Contractor's default under this Agreement. The County has estimated and the Contractor agrees that the minimum amount of these additional costs to the County (i.e., costs in excess of those which would have been incurred by the County if the default had not occurred) could be not less than \$1,000,000.

Therefore, in the event that the Board of Supervisors declares such a Material Breach of this Agreement by the Contractor, the County shall be compensated by the Contractor's liquidated damages in the amount of \$1,000,000. Such amount shall be immediately paid through the \$300,000 performance security funds, as required under Section VI.A.2., herein. The County shall, at its option, be entitled to execute on the \$1,000,000 performance security, identified in Section VI.A.2.,

Liquidated damages imposed upon the Contractor under this Agreement for deficiencies in its performance or due to default or breach of this Agreement are distinct from one another and may be imposed cumulatively by the County and the EMS Agency upon Contractor.

B. NOTICE OF ADVERSE FINANCIAL CONDITIONS

The Contractor shall provide the County with written notice within five (5) calendar days of the occurrence of any or all of the following events:

1. A receiver is appointed to take possession of all or substantially all of the assets of Contractor.
2. The Contractor makes an assignment for the benefit of creditors.
3. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under this Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof.
4. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.
5. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.

6. The Contractor admits in writing to its inability to pay its debts as they become due.

C. FACILITIES

1. Central Facility

The Contractor shall provide its own central facility for ambulance operation. In addition, the Contractor shall maintain a business office within Kings County in a location that is readily accessible to the public. The business office shall be open during normal business hours and business days, at least four (4) days-per-week (8 a.m. to 5 p.m.), except for those weeks affected by a state or federal holiday, in which case such office shall be open a minimum of three (3) days for that week. Personnel at the business office shall be trained and authorized by the Contractor to provide necessary information to the public and customers which is related to the billing procedures and disputed customer bills. The Contractor shall provide a local or toll-free number to assure those residents within Kings County can contact the Contractor's business office at no cost to the caller.

2. Ambulance Maintenance and Equipment Storage Facility

The Contractor shall construct and operate an Ambulance Maintenance and Equipment Storage Facility for the provision of ambulance maintenance and storage of supplies and equipment, which includes a local cache of disaster supplies and personal protective equipment.

3. Post Locations

The Contractor shall provide its own post facilities for ambulance operations.

D. COMMUNICATIONS AND TECHNOLOGY EQUIPMENT

1. Portable radios

The Contractor shall provide and maintain portable radio equipment consistent with EMS Policy #291.

2. Pagers

The Contractor shall provide pagers or other communications devices to meet the obligations of the agreement

3. In-Vehicle Radios

The Contractor shall provide, install, and maintain other in-vehicle radio equipment required by EMS Policy #291.

4. Automatic Vehicle Locator System / GPS

The Contractor shall provide, install, and maintain an automatic vehicle locator system/GPS in the ambulance dispatch center and in the Contractor's emergency vehicles. If Contractor chooses to use a sub-contractor for the provision of ambulance services within the EOA, the subcontractor shall also be required to have GPS installed and maintained in the subcontractors ambulances.

5. Electronic Communications / Electronic Mapping / Electronic Status Changes

The Contractor shall provide devices for electronic communications, electronic mapping,

and electronic status changes which all interface with the dispatch computer system. If such terminals, devices, and/or emulators will be linked to the EMS CAD, then such terminals, devices, and/or emulators may only be utilized for notification of unit status (e.g., unit at scene) when the Contractor's automatic vehicle locator system document the unit's location at the time of such notification.

6. SIMON Electronic Patient Care Report System

The Contractor shall use the SIMON patient care report (PCR) system for prehospital care reports. The Contractor shall leave a copy of the PRC (electronic or printed) at the receiving hospital upon delivery of each patient. The EMS Agency shall have use of the NOMIS report system to access the SIMON database. At the request of the EMS Agency, the Contractor shall provide a download of all patient care information requested by the EMS agency. Upon termination of this agreement, the Contractor shall provide the patient care data available in the SIMON database that is subject to this Agreement.

VII. STANDARD CONTRACT PROVISIONS

A. TERM OF THIS AGREEMENT AND RENEWAL PROVISIONS

The following provisions shall govern the term of this Agreement and the renewal hereof:

1. Commencement Date

This Agreement shall commence at 12:01 a.m., local time, November 1, 2020.

2. Initial Term of Agreement

The initial term of this Agreement shall be five (5) years. Unless the term of this Agreement is renewed pursuant to the provisions for renewal set forth in Section VII.A.3., immediately below, this Agreement shall automatically expire at 11:59 p.m., local time, October 31, 2025.

3. Renewal Provisions

The Contractor shall be eligible to apply for a maximum of one (1) separate extension of the term of this Agreement for five (5) years, provided all of the following conditions are satisfied:

a. The Contractor submits a written request to the EMS Agency for extension of the term of this Agreement not less than twenty-four (24) months prior to the expiration of the then-current Agreement period;

b. The KCAC must determine, by its respective vote, that the Contractor's services in all respects rendered then to the date of the Contractor's request for an extension, are, in its respective opinion, consistently exceed the Contractor's minimum performance requirements under this Agreement; and

c. The modification of the existing compensation arrangements proposed by the Contractor for the term of the proposed extension, if any, or a continuation of existing compensation levels, is approved and agreed to by the County.

If the term of this Agreement is extended for the renewal term, this Agreement shall automatically expire at 11:59 p.m., local time, October 31, 2030.

Any and all references to this Agreement shall mean and include any then-current extensions which are in effect pursuant to the terms and conditions of this Section VII.A.

B. TERMINATION OF AGREEMENT

1. County's Termination Without Reason

For the first three (3) years of this Agreement, the County may terminate this Agreement at any time without any reason upon one (1) year (365 calendar days) prior, express written notice thereof given to the Contractor. Commencing November 1, 2023, the County may terminate this Agreement at any time without any reason upon one hundred and eighty (180) calendar days prior, express written notice thereof given to the Contractor. Prior to giving termination notice under this Section VII.B., the County shall notify the Contractor of its intention to terminate this Agreement and shall allow the Contractor an opportunity to appear before the Board of Supervisors concerning such notice of termination. Any termination by the County pursuant to this Section VII.B. shall be without penalty or expense paid by the County to the Contractor.

2. County's Termination Due to Non-Appropriation

In the event the County determines that funds are not sufficiently available in the County budget for or during a County fiscal year to compensate Contractor, as provided herein, and to fund the EMS Agency's operations, the County may terminate this Agreement upon giving the Contractor ninety (90) calendar days prior, express written notice thereof. Such termination shall be without penalty or expense paid by the County to the Contractor.

3. Contractor's Termination Due to County's Material Breach of this Agreement

The Contractor may terminate this Agreement at any time due to the County's breach of any or all material obligations of County under this Agreement, provided that the Contractor gives the County at least thirty (30) calendar day's prior, express written notice of such intention to terminate this Agreement, setting forth in specific detail the facts supporting such intention to terminate this Agreement, and provided further that the County fails to substantially cure said breach.

4. County's Termination Due to Contractor's Material Breach of this Agreement

The County may terminate this Agreement due to the Contractor's breach of any or all material obligations of Contractor under this Agreement (a "Material Breach"). Without limiting the generality of the foregoing sentence, the term "Material Breach" of this Agreement includes, but is not limited to, the occurrence of any one or more of the following events:

a. The Contractor fails to operate its ambulance, emergency medical dispatch, and emergency medical services program in a manner which enables the County, the EMS Agency, and the Contractor to remain in compliance with the requirements of federal, state, and local laws, rules and regulations and EMS Agency Policies and Procedures, now in effect or as hereafter enacted or adopted and which enables the Contractor to remain in compliance with its obligations under this Agreement. Minor infractions of such requirements, as determined by the County Director of Health, or his designee, shall not constitute a Material Breach of this Agreement by the Contractor.

b. The credentials/proposal, proposer's price sheet or proposer's budget information which the Contractor provided to the County or the EMS Agency pursuant to the procurement process leading up to this Agreement contain(s) an untrue statement(s) of a material fact or omit(s) to state a material fact(s) necessary to make a statement(s) therein not misleading in the light of the circumstances under which it was made.

c. The Contractor falsifies data supplied to the County, the EMS Agency, or the EMS Medical Director during the course of performing operations under this Agreement, including but not limited to, dispatch data, patient care data, response time data (including "at-scene" time data) or financial data, or willfully downgrades the priority of an ambulance response to enhance the Contractor's apparent performance, or falsifies or willfully omits any other data or information required to be provided by the Contractor under this Agreement. The willful delaying of the entering of data or omitting data shall be considered to be the falsification of data.

d. The Contractor fails to substantially comply with its proposed system status plan for ambulance coverage during the first three (3) months of operations under this Agreement.

e. The Contractor fails to comply with the minimum employee wage/salary compensation and benefit package and hiring practices which Contractor submitted as part of its Credentials/Proposal submitted to the County and EMS Agency on March 2, 2020.

f. The Contractor's personnel or its sub-contractor'(s) personnel chronically or persistently fail to conduct themselves in a professional and courteous manner where, within a reasonable time following written notice by the County and/or EMS Agency to correct such misconduct (but in no event more than thirty (30) calendar days from the date of such notice being given), reasonable remedial action has not been taken by the Contractor.

g. Except as provided in Section VII.B.4.h., below, the Contractor fails to comply with the response time performance requirements under Section IV.N., herein, for any three (3) consecutive months (regardless of whether such months are in two calendar years), or for any four (4) non-consecutive months in a calendar year.

h. If the EMS Agency sets standards for the measurement of selected rural area or other response times on a quarterly basis under Section IV.N., herein, and the Contractor fails to comply with such response time performance requirements for any two (2) consecutive quarters or for any three (3) non-consecutive quarters in a calendar year.

i. The Contractor fails to consistently meet or exceed the clinical performance standards required herein.

j. The Contractor fails to participate in the established Quality Assurance/Quality Improvement program of the EMS Agency, including, but not limited to, investigation of incidents and implementing prescribed corrective actions.

k. The Contractor fails to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with the Contractor's equipment replacement program, which Contractor submitted as part of its Proposal.

l. The Contractor violates the non-competition or "outside work" provisions of this

Agreement (Section VII.C.4., herein).

m. The Contractor fails to furnish and maintain key personnel of at least the same quality and experience as proposed in the Contractor's Proposal.

n. The Contractor fails to comply with the user fee setting, billing, and collection procedures under this Agreement.

o. The Contractor fails to comply with "most favored customer" provision of this Agreement (Section VII.C.5., herein).

p. The Contractor fails to cooperate with and assist the County in the investigation or correction of any of Contractor's alleged or actual Minor Breach(es) or Material Breach(es) of this Agreement, including, but not limited to, Contractor's chronic or persistent failure to comply with terms and conditions stipulated in written notice(s) given by the County or EMS Agency to correct any of Contractor's Minor Breach(es) under this Agreement.

q. The Contractor fails to cooperate with and assist the County in its takeover or replacement of the Contractor's operations after a Material Breach of this Agreement by the Contractor has been declared by the County, as provided for herein, regardless of whether it is later determined by a court of competent jurisdiction that the County's declaration of a Material Breach of this Agreement by the Contractor was not justified.

r. The Contractor fails to assist County or County's subsequent ambulance contractor in the orderly transition or scaling down of Contractor's services during the transition from Contractor to the County's subsequent ambulance contractor if County enters into a subsequent Agreement with another ambulance contractor and such Agreement does not include the Contractor.

s. The Contractor fails to comply with required payment of liquidated damages within fifteen (15) calendar days written notice given to Contractor of the imposition of such liquidated damages (Section IV.O., herein).

t. The Contractor fails to maintain in full force and effect the insurance coverage required in this Agreement.

u. The Contractor fails to maintain in full force and effect the performance security requirements as specified herein (Section VI.A., herein).

v. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section VI.B., herein).

w. The Contractor makes an assignment for the benefit of creditors (Section VI.B., herein).

x. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under this Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section VI.B., herein).

y. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

z. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.

aa. The Contractor admits in writing to its inability to pay its debts as they become due.

ab. The Contractor files any answer admitting, or fails timely to contest, a material allegation of a petition filed against Contractor in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of the Contractor or similar relief.

ac. If within thirty (30) calendar days after the commencement of any proceeding against Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

ad. The Contractor (either voluntarily or by operation of law) assigns, conveys, or transfers this Agreement, or any part of this Agreement, including any right or obligation hereunder, in violation of Section VII.E.2.

ae. The Contractor (either voluntarily or by operation of law) subcontracts this Agreement, or any part of this Agreement, including any obligation hereunder, in violation of Sections VII.E.2., and VII.E.3., herein.

af. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel who desire to interview with or to sign contingent employment agreements with competing proposers during a subsequent procurement process by the County/EMS Agency for the same or similar services provided by the Contractor under this Agreement.

ag. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel or subcontractors from cooperating with or reporting concerns, deficiencies, and the like regarding Contractor or its subcontractors, if any, to the County or EMS Agency or any governmental agency having the jurisdiction over such matter.

ah. There is any other willful acts or omissions of the Contractor that endanger the public health and safety.

5. Notice to Contractor

If, in the opinion of the County Director of Health, or his designee, a Material Breach of this Agreement by the Contractor exists or has occurred, then the County Director of Health, or his designee, shall notify the Contractor, in writing, of the existence or occurrence of such event. The County Director of Health, or his designee, shall establish a specific time period in such notice, which shall be reasonable under the circumstances, for the Contractor to cure the Material Breach. If the Contractor fails to completely cure such Material Breach of this Agreement to the satisfaction of

the County Director of Health, or his designee, within the time specified by the Director of Health, or his designee, the County Director of Health, or his designee, shall notify the Board in writing regarding same.

6. Declaration of Material Breach of this Agreement and Emergency Takeover/Replacement of Service

Upon notification from the County Director of Health, or his designee, to the Clerk to the Board of Supervisors and the Contractor, the Clerk to the Board of Supervisors shall schedule a meeting of the Board of Supervisors to consider a determination of Material Breach of this Agreement by the Contractor. The Board of Supervisors shall hold such meeting, and the Contractor shall be given an opportunity to appear before the Board and argue why the Board should not declare a Material Breach of this Agreement by the Contractor. Upon the conclusion of the meeting, the Board of Supervisors may find and declare that a Material Breach of this Agreement by the Contractor has occurred. If the nature of the Material Breach is, in the determination of the Board of Supervisors, such that public health and safety are thereby endangered, the Board of Supervisors shall find and declare a Material Breach of this Agreement by the Contractor and shall further direct the County Director of Health, or his designee, to perform the emergency takeover or replacement by the County (or County's designee) of the Contractor's operations under this Agreement pursuant to this Section VII.B.6. The Contractor shall, upon receipt of written notice by the Director of Health, or his designee, fully and immediately cooperate with the County and the EMS Agency to effect a prompt and orderly complete takeover or replacement by the County (or County's designee) of the Contractor's operations under this Agreement.

7. Dispute After Emergency Takeover/Replacement

Such emergency takeover/replacement shall be completed within seventy-two (72) hours after a finding and declaration of Material Breach of this Agreement by the Contractor by the Board of Supervisors such that public health and safety are thereby endangered. The Contractor shall not be prohibited from disputing any such declaration of Material Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate and complete emergency takeover/replacement of Contractor's operations by the County. Neither shall such dispute by the Contractor delay the County's complete and immediate access to Contractor's performance security.

The provisions of this Section VII.B.7. are specifically accepted and agreed to by the Contractor as reasonable and necessary in light of the unusual responsibilities for public health and safety associated with this Agreement. Any legal dispute concerning a finding and declaration of Material Breach shall be initiated only after the emergency takeover/replacement has been completed, and shall not, under any circumstances, be allowed to delay the process of complete emergency takeover/replacement by the County. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the complete and immediate release of performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of Material Breach, and shall not in any jeopardize the Contractor's right to recovery of damages, if any, should a court later determine that the Board of Supervisors' finding and declaration of Material Breach was unjustified. However, failure on the part of the Contractor to cooperate fully

with the County to effect a safe and orderly complete takeover/replacement of Contractor's operations and provision of services shall itself constitute a Material Breach under the terms of this Agreement, even if it is later determined that the Board of Supervisors' original finding and declaration of Material Breach was made in error.

8. Material Breach of this Agreement by the Contractor Not Dangerous to Public Health and Safety

If the County declares the Contractor to be in material breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute and legally resolve the County's claim of Material Breach of this Agreement by the Contractor prior to takeover/replacement of Contractor's operations by the County.

9. End-term Operations Provisions

Should the Contractor fail to be the successful proposer in the next succeeding bid cycle concerning the provision of emergency ambulance service and advanced life support (paramedic) ambulance service, the parties acknowledge that the County shall nonetheless depend upon the Contractor to continue provision of all services required under this Agreement until the successful proposer takes over Contractor's operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "retiring" Contractor. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such end-term period, the following provisions shall apply:

a. Throughout such end-term period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to a competing proposer;

b. The Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting the Contractor's service and operating costs to maximize profits during the final stages of this Agreement;

The Contractor may reasonably begin to prepare for transition of service to the new ambulance contractor during the end-term period, and the County shall not unreasonably withhold its approval of the retiring Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and the like, so long as such transition activities do not impair the Contractor's performance during such end-term period, and so long as such transition activities are prior-approved in writing by the EMS Agency.

C. INDEPENDENT CONTRACTOR

1. Independent Contractor

In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, the Contractor, including any and all of its officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate the County, or the EMS Agency. The County and the EMS Agency shall retain the right to administer this Agreement so as to verify that the Contractor is performing its obligations in accordance with the

terms and conditions hereof. The Contractor, the County, and the EMS Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, neither the Contractor nor its agents, servants and employees shall have any right to employment rights and benefits available to the County or EMS Agency employees. The Contractor shall be solely liable and responsible for providing to, or on behalf of, its personnel all legally-required employee benefits. In addition, the Contractor shall be solely responsible and save the County and EMS Agency, including the EMS Medical Director(s), harmless from all matters relating to payment of the Contractor's personnel, including compliance with Social Security, withholding, and all other regulations governing such matters.

2. Compliance With Applicable Laws, Rules, and Regulations

All services furnished by the Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state (including, but not limited to, the EMS Act), and local laws (including, but not limited to, the County of Kings Ordinances and Charter), rules, regulations, and EMS Agency Policies and Procedures as are now in effect or may hereafter be amended, enacted, or adopted. It shall be the Contractor's sole responsibility to determine which laws, rules, regulations, and EMS Agency Policies and Procedures, apply to the services rendered under this Agreement and maintain compliance with all applicable standards at all times.

3. Contract Commitments

The Contractor shall not enter into contracts regarding the type of services which are the subject of this Agreement, for services within Kings County, which extend beyond the date of termination of this Agreement, except as may be specifically approved in writing by the County.

4. Outside Work

The Contractor shall not be prohibited from doing work outside the scope of this Agreement which is related to emergency medical services or medical transportation (e.g., long distance transfer work, critical care transportation, non-ambulance medical transportation, special events/standby coverage, managed care/government contract work, ambulance dispatching in other counties, and the like) provided:

- a. Such services are provided consistent with federal, state, and local laws, regulations, and policies (both those that are now in effect or may hereafter be enacted or adopted);
- b. The Contractor's methods of providing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from the Contractor's performance of its obligations under this Agreement; and
- c. The Contractor shall be solely responsible for any costs and expenses associated with the implementation of services for such outside work.

The Contractor shall be responsible for the operational and equipment costs of any such outside services which are provided pursuant to this Section VII.C.4., and the Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards,

officers, agents and employees, the EMS Agency and EMS Medical Director(s) for the Contractor's (including its officers, agents, employees and contractors) negligent or wrongful acts or omissions in connection with such outside services, as provided in Section VII.E.10, herein. Such services shall not interfere or undermine the Contractor's responsibilities under this Agreement.

The Contractor shall not utilize the equipment, personnel, or resources, which are the subject of this Agreement, for the purposes of providing primary ambulance coverage outside Kings County (e.g., a dedicated ambulance unit routinely stationed in another jurisdiction) except as authorized through a written amendment (pursuant to Section VII.E.4., herein) hereof executed by the parties.

5. Most Favored Customer

All factors of production employed by the Contractor in the performance of the services which are the subject of this Agreement, whether furnished by the County or not, shall be devoted exclusively to the provision of services within the EOA and to no other work, except as allowed under this Agreement, or amendment hereof, and as specifically approved, in writing, by the County. These "factors of production" include, but are not limited to, all equipment, supplies, facilities, locally assigned personnel, and all historical data utilized by the Contractor in the performance of its services under this Agreement.

Neither the Contractor, nor its owners, officers, or key personnel of the Contractor's organization, nor firms affiliated with the Contractor shall compete against the County or Contractor for services which are the subject of this Agreement nor shall such entities or individuals form a (or use an existing) separate entity for the purpose of circumventing this prohibition. While such entities, organizations, or individuals may participate in a competitive procurement process for the provision of services that would be provided under this or future Agreements, they may not compete, or cause competition, against the County or Contractor for services which are the subject of this Agreement, once such Agreement(s) is in effect, in an effort to circumvent the requirements under this Agreement. It is the intent of this Section VII.E.5. that growth of the Contractor's business within the County shall take place only under the auspices of this Agreement. Violation of this non-competition provision shall constitute a Material Breach of this Agreement by the Contractor.

6. Contractor Has No Right to Continue Providing Services Beyond the Term of This Agreement.

Contractor acknowledges, understands, and accepts that it has no right to continue providing services under this Agreement on an indefinite basis, and that its rights under this Agreement shall terminate upon the termination of this Agreement. The Contractor additionally acknowledges, understands, and accepts that if it is not the successful proposer in the County's and EMS Agency's next succeeding procurement process for the provision of emergency ambulance service and advanced life support (paramedic) ambulance service in the EOA (as it may then exist) that Contractor shall be prevented from providing services in the EOA (which may be substantially similar to those being provided by the Contractor under this Agreement) during the term of the agreement between the County and the next succeeding ambulance contractor. Contractor accepts the right of its competitors to compete against Contractor during such next succeeding procurement process for the selection of a provider of emergency ambulance service and advanced life support

(paramedic) ambulance service in the EOA, on an exclusive basis, as a reasonable solution to the alternative of system-wide disruption of services that would otherwise occur if there were no competitive process for the selection of a provider of such services on an exclusive basis.

7. Advertising Restrictions

The County shall have the right of prior approval of the form and content of all forms of public education and advertising, direct or indirect, utilized by the Contractor which will include the County's name in conjunction with services and operations related to this Agreement. This includes all vehicle markings, invoices, yellow page advertising, and any other advertising and public information programs and material which utilize County's name in addition to the Contractor's name or trademark. The County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

8. Permits and Licenses

The Contractor shall be solely responsible for obtaining all necessary permits and licenses required for performance of its obligations under this Agreement and will bear the cost thereof, including ambulance vehicle licenses, which shall be obtained in the name of the Contractor. Cost of such vehicle licenses, if any, shall be the responsibility of the Contractor.

D. PROVISIONS REGARDING PERSONNEL

1. Rights and Responsibilities of Operations Personnel (Prehospital and Dispatch)

The parties acknowledge and agree to the following provisions of this Section VII.D.1:

The Kings County EMS system is designed to utilize professional field personnel (all levels of EMT including paramedics) and certified dispatch personnel who have a direct linkage to the EMS Agency, EMS Medical Director, and the Base Hospital Physicians of the EMS system who provide independent medical oversight for the EMS System. Field personnel and dispatchers are certified or accredited by the EMS Agency, not through their employers. Thus, a direct linkage is deliberately created between field personnel and the system's physician leadership.

Where issues involving questions of patient care are concerned, there is no "chain of command" in the Kings County EMS system. Each of the certified personnel working in the system has not only a right, but an obligation, to deal directly with the system's physician leadership on issues related to patient care.

This direct linkage and personal responsibility also apply to issues regarding compliance with regulations concerning vehicles, on-board equipment, and recording of data. Licensed/certified personnel are prohibited by law, including but not limited to, rules, regulations, and local policies and procedures, which govern this system, from operating equipment that is out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g., dispatch records, prehospital care reports, incident reports, and the like). Just as a physician may be employed by a hospital, but still retains personal and professional responsibility relative to the rendering of patient care, ambulance dispatchers and field personnel have a personal and professional responsibility with regard to issue related to the delivery of patient care, and the accurate reporting of information.

Field personnel and EMS dispatch personnel are required, as a condition of their certification or accreditation by the EMS Agency, to participate in the system-wide quality improvement program. This investment of personnel time in the medical quality control process is justified by a continuous positive impact upon improved patient care. The success of this program involves the cooperation of the EMS Agency, the Contractor, other participating provider agencies and hospitals, and the individual field or dispatch personnel.

2. Reasonable Work Schedules/Working Conditions

While this Agreement is a “performance contract,” and while the Contractor is not only allowed but expected to employ its own methods and techniques for producing the required performance reliability and efficiency, the Contractor shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions that are consistent throughout the entire exclusive operating area. The primary issues are patient care and personnel safety, and the Contractor is expected to utilize sound management principles which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to the extent that their judgment or motor skills may be impaired.

Because of the wide variety of management practices utilized throughout the EMS/ambulance industry, no specific requirements regarding work schedules and working conditions are established (except for the transport unit hour utilization restrictions placed upon system status plans which utilize greater than 12 hour shifts in the Metro response area, as set forth and Section IV.J.2., hereof) under Agreement, but instead the “rule of reason” shall apply. The “rule of reason” shall be the establishment of rules and procedures by the County or the EMS Agency which implement reasonable standards of activity in order to protect the public health and safety.

In addition, if circumstances warrant such action, the EMS Agency, with the concurrence of the Regional Medical Control Committee, may establish rest standards for extended shifts and standards governing the use of back-to-back personnel shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of the Contractor’s field personnel. In the event any such standards are developed by the Regional Medical Control Committee and/or through state regulation, such standards shall be automatically accepted by both the County and the Contractor as an objective application of the “rule of reason,” and shall apply to this Agreement. The imposition of such standards by the EMS Agency and the Regional Medical Control Committee or by the State EMS Authority shall not be considered an increase in standards that would justify a compensation adjustment, as provided in Section V.C.3., herein, or a justification for an appeal concerning the assessment of liquidated damages.

3. Reasonable Compensation and Fringe Benefits Required

The Contractor acknowledges that high levels of efficiency in Contractor's operations are expected and required under this Agreement. In this regard, the County and EMS Agency expect that such efficiency will be derived from the system’s superior economies of scale, off peak use of excess production capacity, precision dispatching and system status management, the numerous advantages of a professional and motivated work force, and Contractor's effective management practices. The Contractor also acknowledges that the County and EMS Agency desire that qualified and experienced personnel be utilized for the provision of services under this Agreement and that the

Contractor's compensation levels for such personnel will attract and retain such qualified and experienced personnel.

Contractor acknowledges and agrees that compensation provisions for the Contractor's locally-assigned personnel should promote the County and EMS Agency's desire for an experienced and qualified work force. Therefore, the Contractor shall maintain at all times during the term of this Agreement a compensation program for its locally-assigned personnel that meets or exceeds Contractor's overall compensation program that Contractor submitted in its Proposal. However, the Contractor is not required to utilize the same wages, benefits, shifts schedules and working conditions as submitted in its Proposal. The County and EMS Agency do not intend to restrict the ingenuity of the Contractor in developing new and creative compensation packages for its personnel. However, the specific compensation programs shall be structured so that the overall combination of wages, benefits, shifts schedules, working conditions, and factors related to job satisfaction meets or exceeds the overall compensation program submitted by Contractor in its Proposal.

4. Form of Retirement Program

The retirement program for the Contractor's dispatchers, field personnel, and any other locally assigned personnel shall be so designed and structured that, should a change of contractors occur in the future (e.g., future procurement process), each employee's accrued benefits will remain intact regardless of whether that employee remains in this system (e.g., working for the new Contractor) or transfers to another of the outgoing Contractor's operations outside the County.

5. Employee Recruitment, Screening, and Orientation

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient prior to field or EMS dispatch placement, individuals who are among the area's most qualified candidates for EMS employment.

6. Treatment of Incumbent Workers

Upon the commencement of this Agreement, Contractor shall demonstrate, to the satisfaction of the County Director of Health, or his designee, that Contractor has satisfied the requirements of Section IV.D.6. of the RFP concerning the treatment of incumbent workers.

7. Non-Discrimination

Contractor agrees as follows:

a. The Contractor, during the performance of this Agreement, agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination as is currently in effect and as may be amended, enacted, or adopted.

b. During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or denial of family care leave. The Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of its obligations under this Section VII.D.7. to labor organizations with which it has a collective bargaining or other agreement. Such actions shall include, but not be limited to the following:

- (1) Employment, upgrade, demotion, or transfer;
- (2) Recruitment, or recruitment advertising;
- (3) Layoff or termination;
- (4) Rates of pay or other forms of compensation; and

(5) Selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

c. To the extent required by law, the Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sex, or age.

d. The Contractor, and all solicitations or advertisements for personnel placed by or on behalf of the Contractor, shall, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, national origin, sex, or age, as required by law.

e. The Contractor shall include the nondiscrimination and compliance provisions of this Section VII.D.7. in all subcontracts to perform work under this Agreement and shall require its contractor(s) to comply with the provisions of this Section VII.D.7.

8. Use of Pagers by Off-Duty Personnel

Individual pagers may be supplied by the Contractor for individual assignment to each ambulance dispatcher and prehospital personnel who agrees to carry one as a part of the Contractor's internal disaster management procedures. The use of such pagers to locate off-duty personnel for assignment of mandatory overtime is strictly prohibited.

9. Professional Conduct and Courteous Service

The parties acknowledge the following:

Ambulance services are often rendered in the context of stressful situations. Many of the people with whom ambulance personnel come in contact have little experience dealing with such situations and do not cope well. In fact, in many cases, this may be a person's or their family's only interaction with the EMS system and may be regarded as one of the most traumatic experiences in their lifetime, even if the seriousness of the illness or injury is not actually significant. In some cases, even flawless performance by the ambulance system may draw complaints. While patients, their families, and others are not accustomed to this stress and may not always handle it well, the Contractor and its personnel are in the business of dealing with these situations.

Therefore, the Contractor's ambulance personnel, EMS dispatch personnel, billing personnel, middle management and top executives shall provide professional and courteous conduct towards the public and other EMS System participants at all times. Uniform and grooming standards for field personnel shall meet or exceed that of local public safety agencies. This includes field supervisors and management personnel. The Contractor shall address and correct any departure from this standard of conduct.

10. Character and Competence of Personnel

All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall be holders of appropriate permits in their respective trades or professions. The County Director of Health, or his designee, may demand the removal of any

person employed by the Contractor who chronically misconducts himself or herself or is chronically incompetent or negligent in the due and proper performance of his or her duties, and such persons shall not be reassigned by the Contractor for performance of services under this Agreement without the written consent of the County Director of Health, or his designee, provided however, the County Director of Health, or his designee, shall not be arbitrary or capricious in exercising his rights under this Section VII.D.10., and shall be required to document, in writing, specific reasons for exercising such rights relative to any given employee of Contractor, and shall also give that employee an opportunity to defend himself or herself in the presence of the Contractor's Chief Executive and the County's Director of Health prior to removal.

The provisions of this Section VII.D.10. shall apply to any of Contractor's subcontractors.

11. "Bait and Switch" Bidding Prohibited

The Contractor acknowledges that the County has, in part, awarded this Agreement based upon the qualifications of the Contractor's organization and key personnel presented in the Contractor's Proposal. Therefore, the Contractor agrees that Contractor shall furnish those named personnel identified in Contractor's Proposal for the first year of this Agreement. Throughout the remaining term of this Agreement, the Contractor shall continue to furnish those same named personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this Section VII.D.11. to prohibit the practice of "bait and switch" bidding, whether intentional or not.

E. STANDARD PROVISIONS

1. Conflict of Interest

The Contractor agrees that it shall not violate, or cause or allow any person to violate, any Federal or State conflict of interest statutes, laws, or regulations, or local laws or regulations (including, but not limited to those adopted by the Board of Supervisors) governing conflict of interest (both those that are now in effect or may hereafter be enacted or adopted).

2. Non-Transferable Agreement

Except for non-EMS related services (e.g., janitorial, food service, building maintenance, telephone, and the like), the Contractor shall not (either voluntarily or by operation of law) assign, convey, or transfer this Agreement, or any portion hereof, without the prior, express written permission of the County and the EMS Agency as provided in this Section VII.E.2, and Section VII.E.3., herein. Without limiting the generality of the foregoing sentence:

a. The Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer any of the Contractor's rights under this Agreement without the prior, express written permission of the County and the EMS Agency.

b. The Contractor shall not (either voluntarily or by operation of law) assign, convey, transfer, delegate or subcontract any of the Contractor's obligations under this Agreement without the prior, express written permission of the County and the EMS Agency as provided in Section VII.E.3., herein.

c. If a majority of the Contractor's work is dedicated to the performance of services under this Agreement, the Contractor's shareholders shall not (either voluntarily or by operation of law) sell, assign, convey or transfer more than ten percent (10%) of the total ownership interest in the Contractor (e.g., corporate shares to a non-shareholder or non owner within any one (1) year period without the prior express, written permission of the County and the EMS Agency.

If the Contractor (either voluntarily or by operation of law) assigns, conveys or transfers this Agreement, or any part of this Agreement, including any right hereunder, in violation of this Section VII.E.2., such assignment, conveyance or transfer shall be void.

The assignment of any compensation due Contractor under this Agreement does not constitute an assignment of Contractor's obligations or duties under the Agreement.

3. Use of Subcontractors

The Contractor's use of subcontractors for the direct provision of ambulance services or advanced life support (paramedic) services or partial staffing for such services is subject to the prior written permission of the Board of Supervisors upon consultation with the EMS Agency. The Contractor's use of any other subcontractors is subject to the prior written permission of the County. The Contractor's "use of subcontractors" in the provision of services shall include the delegation by the Contractor to a third party of the Contractor's obligations under this Agreement.

If the Contractor elects to use subcontractors in the provision of any services under this Agreement, and the use thereof is permitted by the County or the EMS Agency, as provided herein, the Contractor shall be responsible for such subcontractor's performance, and the Contractor shall remain the sole point of contact in the provision of services under this Agreement. The Contractor shall not be entitled to any greater compensation than is provided for under Section V.A., herein, solely because Contractor is permitted by the County or the EMS Agency to subcontract any of the Contractor's obligations under this Agreement.

The County retains the right to deny requests to use subcontractors.

For purposes of this Section VII.E.3., support services (e.g., accounting, legal, payroll, and other like services) provided by a parent corporation which is the sole owner of the contracting firm shall not be considered sub-contracted services, and shall not be governed by this Section VII.E.3.

If the Contractor subcontracts or delegates any of its obligations under this Agreement in violation of this Section VII.E.3., such subcontract or delegation shall be void.

4. Modification

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder of this Agreement. No variation or modification of the terms or conditions of this Agreement shall be valid and binding upon the parties unless and until such variation or modification is reduced to writing and is executed by duly-authorized officers or agents of the parties.

5. Rights and Remedies Not Waived

The Contractor agrees, warrants, represents and guarantees that the Contractor's services herein specified shall be completed without further compensation than that provided for in this Agreement; and that the Contractor's provision of services herein, and the payment therefor by the County, shall not prevent the County from maintaining any legal action against Contractor for Contractor's failure to perform such services in accordance with this Agreement. In no event shall payment of compensation by the County hereunder constitute or be construed to be a waiver by the County of any breach or any default that may then exist on the part of the Contractor, and the making of such compensation while any such breach or default exists, shall no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

The County's and the EMS Agency's exercise of any rights or remedies under this Agreement shall not preclude the County or the EMS Agency from exercising any other right or remedy under this Agreement or provided by law. Such rights and remedies may be exercised by the County and the EMS Agency cumulatively. By way of example, and not as a limitation, the County's and the EMS Agency's imposition of Liquidated Damages under any provision of this Agreement shall not prohibit the County or the EMS Agency from imposing Liquidated Damages under any other provision of this Agreement or from exercising any other right or remedy under this Agreement or provided by law.

If the County or the EMS Agency desires to waive any right or the exercise of any remedy under this Agreement, such waiver shall only be in writing and signed by a duly authorized officer or agent of the County or the EMS Agency, as applicable. If County or the EMS Agency should waive any breach by the Contractor of any provision of this Agreement, the County and the EMS Agency shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

6. Consideration

In consideration for the Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of this Agreement, as provided herein, and the Contractor's assumption of obligations hereunder, the Contractor agrees to accept County's and the EMS Agency's authorization to provide such services, and to charge customers for the provision of same, and the compensation provided by County to Contractor under this Agreement, as provided herein, and the County's assumption of obligations under this Agreement (including causing the EMS Agency to carry out its responsibilities), as sufficient, valuable and adequate consideration given in exchange therefor.

In consideration for the County's authorization to allow the Contractor to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of this Agreement, and to charge customers for the provision of same, and compensation provided by County to Contractor under this Agreement, as provided herein, and the County's assumption of obligations under this Agreement (including causing the EMS Agency to carry out its responsibilities), the County agrees to accept Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA pursuant to the terms and

conditions of this Agreement, as provided herein, and the Contractor's assumption of obligations hereunder, as sufficient, valuable and adequate consideration given in exchange therefor.

7. Governing Law

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of or relating to this Agreement shall only be in Kings County, California.

8. Cost of Enforcement

If either the County or the Contractor institutes litigation against the other party to secure its rights pursuant to this Agreement, the prevailing party shall be awarded its actual and reasonable attorney's fees and costs of such litigation.

9. Invalidity

If any part of this Agreement is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the Contractor and the County shall use their best efforts to replace that part of this Agreement with legal, valid and enforceable terms and conditions most readily approximating the original intent of the parties. Furthermore, if any provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Indemnity and Hold Harmless

To the extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to, or damage to, any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any negligent or wrongful acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any work, services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors both under and outside this Agreement.

The foregoing clause shall in no way obligate the Contractor to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the County, its officers, employees, agents, or contractors.

To the extent permitted by law, the County agrees to protect, defend, indemnify, and

hold harmless the Contractor, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorneys' fees, for injury to, or death of, any persons, or for injury to, or damage to, any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any negligent or wrongful acts or omissions by, or on behalf of the County, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any work, services or functions provided for, or referred to, or in any way connect with any work, services, or functions to be performed by the County, its officers, employees, agents, or contractors under this Agreement.

The foregoing clause shall in no way obligate the County to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees, agents, or contractors.

The aforesaid indemnity and hold harmless clauses by the Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

11. Insurance

With respect to performance and work under this Agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain in full force and effect insurance as described below:

a. Without limiting the County and EMS Agency's right to obtain indemnification from the Contractor or any third parties, and subject to the Contractor's right to seek subrogation for indemnification paid to the County and EMS Agency under this Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of this Agreement:

(1) For the Contractor's local operation in Kings County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than two million dollars (\$2,000,000) in coverage for each occurrence, and Five Million Dollars (\$5,000,000) in annual aggregate coverage;

(2) Professional liability insurance in an amount of not less than one million dollars (\$1,000,000) limit per occurrence and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors, and omissions.

(3) Worker's Compensation Insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of this Agreement by the Contractor in accordance with the California Labor Code.

b. Such insurance policies shall name the County, its officers, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, as additional insured (except Workers Compensation Insurance), but only in so far as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advanced, written notice given to the County. Said insurance coverage shall have an annual aggregate limitation of not less than \$4,000,000 and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

c. Prior to the commencement of performing its obligations under this Agreement (and annually thereafter from such date), the Contractor shall provide certificates of insurance on the foregoing policies as required herein, to the EMS Agency, stating that such insurance coverage have been obtained and are in full force; that the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, are named as additional insured (except Workers Compensation Insurance), but only in so far as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein; that this insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to the County; and that said insurance coverage shall have an annual aggregate limitation of not less than \$4,000,000 limitation and shall provide for full coverage, and that if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

d. Contractor may self-insure such of those risks as are identified in Section VII.E.11., above, with self-insurance plans, provided however, that:

(1) The County, its officers, agents, and employees, the EMS Agency and EMS Medical Director(s), individually and collectively, shall be named as additional insured (except the Workers Compensation Insurance Policy), on Contractor's self-insurance plans, but only insofar as the operations under this Agreement are concerned; and

(2) Such self-insurance plans shall be satisfactory to County approval of which shall be given prior to the commencement of Contractor's obligations under this Agreement; and

(3) All those provisions identified in Section VII.E.11., above, concerning the relationship of Contractor's primary and County's excess insurance or self-insurance to each other, the requirement of Contractor delivering a certificate of insurance to County, and the cancellation/change of insurance requirements shall apply to such self-insurance plans as though such self-insurance plans were insurance policies.

Any and all insurance provided pursuant to this Agreement shall be provided by an

insurance company acceptable to the County, and the policy or policies of insurance shall be acceptable to the County'.

12. Entire Agreement

The parties agree that all of the terms and conditions of this Agreement, and all recitals, documents, and exhibits attached hereto are incorporated herein as if set forth in full and shall be binding upon the parties and their successors-in-interest, assigns, and legal representatives, and that together these terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede all previous negotiations, proposals, commitments, writing, understandings, and agreements of any nature whatsoever concerning the subject matter hereof unless expressly included in this Agreement. Ambiguities, if any, in the interpretation of the terms or conditions of this Agreement, or the application of such provisions to any person or circumstance, shall not be construed against either party. Unless otherwise specified herein, in the event of any inconsistency among the documents constituting this Agreement, such inconsistency shall be resolved by giving precedence according to the following order of priority (the first being the highest priority):

- a. To the text of this Agreement, excluding the Contractor's Proposal, the RFP and any addenda thereto, and any other attachments hereto;
- b. To any other attachments or exhibits to this Agreement;
- c. To any addenda to the RFP, the later-issued addenda having higher priority over the earlier-issued addenda;
- d. To the RFP; and
- e. To the Contractor's Proposal.

It is understood and agreed that if any language contained in the RFP, the Contractor's Proposal or any other document constituting this Agreement is not contained in the text of this Agreement, such omission shall not be interpreted as meaning that such language is not part of this Agreement unless expressly contradicted herein.

13. No Personal Liability of County or EMS Agency Officers, Agents or Employees or County Contractors

No member of the Board of Supervisors, officer, agent or employee of the County or the EMS Agency, and no officer, agent or employee of the County's contractors shall be personally liable for acting or failing to act under the terms and conditions of this Agreement.

14. County and EMS Agency Retain Privileges, Immunities, Rights and Defenses

Notwithstanding anything stated to the contrary in this Agreement, the County, the EMS Agency, and their respective officers, agents and employees shall retain all of their privileges, immunities, rights and defenses provided under the federal and state constitution and the laws and regulations thereunder in carrying out their respective obligations under this Agreement.

15. No Intended Third Party Beneficiaries to this Agreement

Notwithstanding any reference herein to the public's health and safety, or any other provision of this Agreement to the contrary, there shall not be any intended third party beneficiaries to this Agreement, provided however, if the EMS Agency is deemed to be or becomes a third party to this Agreement, the EMS Agency shall thereupon be deemed to be an intended third party beneficiary under this Agreement.

16. Survival of Contractor's Obligations Following Termination of this Agreement

Any and all of the Contractor's covenants and obligations contained in this Agreement which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

17. Time is of the Essence

Contractor acknowledges and agrees that time is of the essence in the performance of its obligations under this Agreement.

18. Notices

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

<u>County</u>	<u>Contractor</u>
Director of Health	General Manager
Department of Health	K.W.P.H. Enterprises, Inc, dba American Ambulance
COUNTY OF KINGS	911 Sante Fe Avenue
310 Campus Drive	Fresno, CA 93721
Hanford, CA 93230	

Any and all notices between the County and the Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, or sent via telephonic facsimile transmission with confirming written report of a completed transmission, provided however, that any notices of termination under this Agreement shall be deemed duly served only when delivered to the party so served. Any notices given pursuant to this Agreement shall not be considered amendments, modifications or variations to this Agreement.

19. Execution of Agreement

Contractor represents, covenants and assures to the County that Contractor has been advised by its attorneys concerning the contents of this Agreement and the Contractor has made the determination pursuant to that advice that this Agreement is legal, valid and binding on such party in accordance with the terms hereof.

Contractor further represents, covenants and assures to the County that the Contractor has full legal rights and authority to enter into this Agreement, that the Contractor's governing board

took all the necessary steps and actions, in compliance with the law, to enter into this Agreement.

Contractor further represents, covenants and assures to the County that the person executing this Agreement on behalf of Contractor has been duly authorized by the governing board of Contractor to execute this Agreement on behalf of Contractor and to fully bind Contractor to the terms and conditions of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement entered into on this 13th day of October, 2020.

COUNTY OF KINGS

By: Doug Verboon
Doug Verboon, Chairman

K.W.P.H Enterprises, dba
American Ambulance
By: Todd Valeri
Todd Valeri, President,
K.W.P.H. Enterprises
2911 Tulare Avenue
Fresno, CA 93721

ATTEST:

Catherine Venturella
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: Carrie R. Woolley
Carrie R. Woolley, Assistant County Counsel



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-3

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: November 19, 2021

Meeting Date: December 7, 2021

Subject: Bid Award – Lemoore Youth Sports Complex Shade Structures

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Award the purchase and installation bid of 14 shade structures for the Lemoore Youth Sports complex to Miracle Play Systems in the amount of \$176,355 and authorize the City Manager, or designee, to execute all required documentation for grant compliance.

Subject/Discussion:

The City of Lemoore had the opportunity to receive guaranteed funds in the amount of \$177,952 from the State of California, Prop 68, Per Capita Program. The City obtained a bid through Sourcewell (a joint powers authority) to cover all bleacher areas at every field with shade structures (12 total) including the installation of two 30 x 20 shaded areas in order to give teams a place to congregate out of the sun.

The City of Lemoore previously took this project to the Council, but the project was delayed due to COVID-19 and the inability to acquire materials. Upon project continuation it came to the City's attention that the Sourcewell agreement was with Playpower Inc however, Miracle Playsystems is the contractor and distributor. In order to ensure grant compliance, a contract with Miracle Playsystems for the construction of the shade structures is required. The Sourcewell contract allows for purchase and installation through Miracle Play Systems.

Financial Consideration(s):

There is no cost to the City of Lemoore and no matching funds required. The project is funded through state grant funds from Proposition 68 and is budgeted out of 021-5021-4317.

Alternatives or Pros/Cons:

Pros:

- An opportunity to make major improvements at a much utilized sports complex.
- No out of pocket for the City.

Cons:

- None

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the City Council award the bid to Miracle Playsystems for 14 shade structures for the Lemoore Youth Sports Complex in the amount of \$176,355. Authorize the City Manager, or his designee, to execute the agreement.

Attachments:

- ☐ Resolution:
 - ☐ Ordinance:
 - ☐ Map
 - ☒ Contract
 - ☒ Other
- List: Sourcewell – Bid Packet

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

11/30/2021
12/2/2021
12/2/2021
12/2/2021

CITY OF LEMOORE
SMALL PROJECT CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into between the City of Lemoore, a California general law city ("City") and **Miracle Playsystems** ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on _____ ("Effective Date"), following approval by the City Council.

RECITALS

A. City desires to obtain construction services ("Work") for construction of the public work "**Lemoore Park Installation of Park Canopies Project**" ("Project") more fully described in **Exhibit B**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit C**, which are incorporated herein by reference.

B. Contractor is engaged in the business of public works construction and hereby warrants and represents that Contractor is qualified, licensed, and professionally capable of performing the Work on the Project.

C. Contractor submitted a proposal for the Project, included herein as **Exhibit C**, as well as all required forms, bonds, certificates, and other documents ("Contractor's Proposal"), that was approved by City for award of contract for the Project and is incorporated herein by reference.

D. City desires to award Contractor the contract for the Work, and Contractor desires to perform the Work on the Project, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. Scope of Work. Contractor shall furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Lemoore Park Installation of Park Canopies

The Work shall be in strict compliance with the plans, drawings, specifications, and conditions for the Project and other documents relating thereto ("Project Documents"), which are incorporated herein by reference. **Exhibit B** and **Exhibit C** shall be part of the Project Documents, which shall be part of this Agreement. If the terms and requirements of this Agreement and/or **Exhibit B** conflict with Contractor's Proposal, including **Exhibit C**, this Agreement and **Exhibit B** shall control. No contractual terms and/or conditions found in Contractor's Proposal, including **Exhibit C**, shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Work performed by Contractor.

2. Changes in the Work. Changes in this Agreement or in the Work to be done under this Agreement shall be made in writing. City reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by City to be necessary or advisable for the proper completion or construction of the Work, and the City reserves the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed, written order by City for the change in the Work. City shall not be liable for the cost of any extra work or any

substitutions, changes, additions, omissions, or deviations from the Project Documents unless the same shall have been authorized by and the cost thereof approved in writing. No extension of time for performance of the Work shall be allowed hereunder unless such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

3. Commencement of Work; Schedule; Completion of Work. Contractor shall commence the Work upon City's issuance of a written "Notice to Proceed" and shall continue with the Work until Contractor has satisfactorily performed and completed the Work as determined by City, or until such time as the Agreement is terminated pursuant to Section 23 herein, whichever is earlier. Contractor shall perform the Work according to the schedule set forth in the Project Documents, if applicable. If no schedule is set forth in the Project Documents, City and Contractor shall mutually agree on a schedule for performance of the Work and completion of stages or milestones, if applicable. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule and issue a written notice pursuant to Section 2, if applicable. The Project shall be completed not later than **45 calendar days** after the date the Notice to Proceed is issued ("Completion Date").

4. Payment for Work. City shall pay Contractor a sum not to exceed One Hundred Seventy-Six Thousand Three Hundred and Fifty-Five Dollars (\$176,355) for the Work satisfactorily performed pursuant to this Agreement, inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Contractor shall submit monthly invoices to City containing detailed information regarding the progress of the Work and City shall tender payment to Contractor within thirty (30) days after receipt of invoice, subject to Section 5, below.

5. Retention and Withholding Payments. Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. City shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201. City may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect City. In addition, City may withhold payment, in whole, or in part, to such extent as may be necessary to protect City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Project Documents or based on stop payment notices. City shall pay the retainage pursuant to Public Contract Code section 7107.

6. Independent Contractor Status. Contractor and its subcontractors shall perform the Work as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

7. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which the Work is being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Work under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Work required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Work, and shall comply with all applicable laws, regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects applicable to Contractor's work under this Agreement.

8. Licensing. Contractor shall maintain the following license throughout the performance of this Agreement: Class B. Contractor shall also obtain and maintain a City of Lemoore Business License prior to commencing

performance of the Work.

9. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a payment bond for its portion of the Work which shall cover 100% payment for all obligations arising under the Project Documents and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

10. Performance Bond. Prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a performance bond for its portion of the Work which shall cover 100% faithful performance of all obligations arising under the Project Documents. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

11. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 23 of this Agreement, if any Work performed hereunder is not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the Work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall comply with City of Lemoore's Standard Specification for Public Works Improvements. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Project Documents. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Contractor to take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement. In the event Contractor fails to correct the Work or fails to take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

12. Delay Damages. Time is of the essence with respect to this Agreement and the Work performed by Contractor. Contractor's failure to timely complete the Work under this Agreement shall result in the assessment of delay damages at the rate of **\$1,000 per day** for each calendar day the Project remains unfinished beyond the Completion Date or Work remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Project are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Project is delayed.

13. Identity of Subcontractors. To the extent the following is not already included in Contractor's Proposal and subject to the requirements of Public Contract Code section 4107, if applicable, Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors Contractor intends to utilize in Contractor's performance of the Work on the Project; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of

Contractor's subcontractors.

14. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

15. Prevailing Wages; Apprenticeship. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. Contractor shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Contractor shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Contractor shall register with the Department of Industrial Relations, if required.

16. Power to Act on Behalf of City. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

17. Record Keeping; Reports. Contractor shall keep complete records showing the Work performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all plans, drawings, specifications, and/or reports upon reasonable request by City and of all final plans, drawings, specifications, and/or reports prepared by Contractor under this Agreement.

18. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Contractor or its subcontractors in connection with the Work, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request. Contractor shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

19. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Work performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Work, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

20. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor's Work under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

21. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Work or the Project which would affect Contractor's or its employees' performance of the Work and the completion of the Project. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Work. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Work under this Agreement. During the performance of the Work, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

22. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

23. Termination of Agreement. This Agreement shall terminate upon completion of the Work, or earlier pursuant to the following.

a. Termination by City: For Convenience. City may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from City of such termination, the Contractor shall (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure to cure within that time period or commence reasonable steps to cure the breach. Contractor's failure to perform the Work as required by this Agreement or failure to correct non-conforming Work shall constitute a material breach of this Agreement.

c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Work satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of the Work performed. However, in no event shall such payment when added to any other payment due under the applicable part of the Work exceed the total compensation of such part as specified in Section 4 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Work affected, unless the notice directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

24. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit A**.

25. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action,

actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Work described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole or active negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

26. Warranty. Contractor warrants that material and equipment furnished for the Project will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Such warranty shall extend for a period of not less than one (1) year from completion of the Project. If within the applicable warranty period any of the Work does not comply with the Project Documents, the Contractor shall correct it after receipt of City's written notice to do so. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period.

27. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Work under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

28. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

29. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

30. Entire Agreement. This Agreement, including the Project Documents, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

31. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

32. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

33. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

34. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Kings, California. Contractor shall perform the Work required under this Agreement in the County of Kings, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Kings County.

35. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

36. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

37. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

38. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

39. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the performance of the Work or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class,

includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF LEMOORE

By: _____

By: _____
Nathan Olson , City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Contractor

Company Name

Attn: Name

Title

Address

City, State

_____ [E-Mail Address]

_____ [Phone Number]

City of Lemoore

Department Name

Attn: Name

Title

711 W. Cinnamon Dr.

Lemoore, CA 93245

_____ [E-Mail Address]

_____ [Phone Number]

EXHIBIT A

INSURANCE REQUIREMENTS

Prior to commencement of the Work, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit A**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Work pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Work under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The General Liability Insurance shall be maintained for a period of ten (10) years following the earlier of completion of the Work by Contractor or termination of this Agreement.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Lemoore Risk Manager. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Work under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.

EXHIBIT B

PROJECT DESCRIPTION

SCOPE OF WORK

Installing canopies to cover all bleacher areas, 12 total, and two shaded areas covering a 30 by 20 feet on the sides of the fields. Total installation will be 14 canopies at the Lemoore Youth Sports Complex. Projected is slated to be completed within 45 calendar days.

EXHIBIT C

PO BOX 263
ALAMO, CA 94507
Phone (800) 879-7730
Fax (510) 893-2163
Email
info@miracleplaygroup.com
CSL# 981433 (Exp Date 03/2021)
DIR# 1000015853



Job: P20_0745_Lemoore Sports Complex Name:	End User To: City of Lemoore	Bill To: City of Lemoore 119 Fox Street Lemoore, CA 93245	Sub Total \$166,054.00 Freight \$3,254.00 Tax \$7,047.00 Total \$176,355.00
P20_0745_Lemoore Sports Complex Number: 00007991	Lemoore, CA End User Email:	Bill To Email:	
Terms: Net 30	Delivery Contact: Delivery Phone: Delivery Address: Lemoore CA	Customer PO: Customer Project #: Site Address: 500 N 19th Ave, Lemoore, CA 93245	

Item	Type	Qty	Rate	Total
Custom Canopies - 21' x 10' x 12' Full Cantilever Shade Canopy	Equipment	12	\$6,030.00	\$72,360.00
Engineering charge for all 14 shade structures	Other	1	\$2,359.00	\$2,359.00
Installation includes: Delivery of material, Dirt Removal, Digging of footings, Inspection on rebar and footings, Concrete of footings and posts, Installation of complete canopy, Clean up, Final Inspection	Install	1	\$66,495.00	\$66,495.00
Custom Canopies - 30' x 20' x 12' Hip canopy	Equipment	2	\$6,540.00	\$13,080.00
Rebar Footing Cages for all 14 shades (2 footers per Full Cantilever Shade / Both HIP canopies require 4 Footers each	Equipment	32	\$129.00	\$4,128.00
SG351D - Wabash - 8' Bench/Table Combination - Diamond (Total Weight - 1860 lbs)	Equipment	12	\$636.00	\$7,632.00

All equipment is being purchased under Sourcwell/NJPA Contract #030117-LTS-6

Sub Total \$166,054.00
Total Freight \$3,254.00
Total Tax \$7,047.00
Grand Total \$176,355.00

Company: _____

Signature: _____

Name: _____

Date: _____

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good until December 31, 2020. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc DOES NOT include the following in this proposal:
 - Engineered drawings
 - Installation of equipment or other site amenities
 - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of \$1M/\$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges • Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary and are as follows:
 - 5-8 weeks for standard (non-custom) play features for US based manufacturers **
 - 12-20 weeks standard play features (non-custom) from European & Canadian manufacturers. Expedited Air Freight is available for additional cost(calculated on case by case basis) **
- ** Lead times may be extended due to COVID-19 related supply chain delays.
- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____ Signature: _____ Name: _____ Date: _____



EXHIBIT D

SIGNING AUTHORITY

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

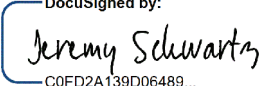
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

22. CANCELLATION


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

Sourcewell


DocuSigned by:

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

2/15/2021 | 10:36 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
2/15/2021 | 10:46 PM CST
Date: _____

PlayPower, Inc.

DocuSigned by:

B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 2:23 PM CST
Date: _____

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:</p> <ul style="list-style-type: none"> o Miracle Recreation Equipment Company o Little Tikes Commercial o Playworld o Wabash Valley o EZ Dock o USA Shade & Fabric Structures o Soft Play o Playtime o No Fault o Tayplay o HAGS (international only) <p>PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
8	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none">• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect’s newspaper best products of 2016 award• PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year• The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020.• NRPA Best Booth – Miracle - 2018																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2018</td><td>2019</td><td>2020</td></tr><tr><td>CMAS</td><td>\$429,901.58</td><td>-</td><td>-</td></tr><tr><td>COA</td><td>-</td><td>\$205,565.74</td><td>\$55,895.35</td></tr><tr><td>COSTARS</td><td>\$102,812.68</td><td>\$376,404.54</td><td>\$351,116.88</td></tr><tr><td>DE USAGE</td><td>\$5,690.00</td><td>\$17,322.82</td><td>\$10,690.00</td></tr><tr><td>NJ STATE</td><td>\$295,687.34</td><td>\$442,753.06</td><td>\$239,850.35</td></tr><tr><td>PREP</td><td>-</td><td>\$237,565.00</td><td>\$561,812.00</td></tr><tr><td>SOURCEWEL</td><td>\$38,840,671.82</td><td>\$29,092,389.51</td><td>\$26,043,818.71</td></tr><tr><td>HGAC</td><td>\$1,192,953</td><td>\$236,858</td><td>\$87,436</td></tr><tr><td>NASPO</td><td>\$2,256,692</td><td>\$946,192</td><td></td></tr><tr><td>\$288,288</td><td></td><td></td><td></td></tr><tr><td>KPN</td><td>\$212,068</td><td>\$15,496</td><td></td></tr><tr><td>\$2,703</td><td></td><td></td><td></td></tr></table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2019</td><td>2018</td><td>2017</td><td></td><td></td><td></td></tr><tr><td>GS-03F-072GA</td><td></td><td></td><td>Miracle Recreation</td><td>\$14,061</td><td>\$94,426</td><td>\$157,563</td></tr><tr><td>GS-03F-055AA</td><td></td><td></td><td>Little Tikes Commercial</td><td>\$41,812</td><td>\$12,788</td><td>\$74,698</td></tr><tr><td>GS-03F-0071T</td><td></td><td></td><td>Playworld</td><td>\$8,680</td><td>\$78,008</td><td>\$84,356</td></tr><tr><td>GS-03F-0001U</td><td></td><td></td><td>USA Shade</td><td>\$75,248</td><td>\$183,919</td><td></td></tr><tr><td>\$246,227</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		2019	2018	2017				GS-03F-072GA			Miracle Recreation	\$14,061	\$94,426	\$157,563	GS-03F-055AA			Little Tikes Commercial	\$41,812	\$12,788	\$74,698	GS-03F-0071T			Playworld	\$8,680	\$78,008	\$84,356	GS-03F-0001U			USA Shade	\$75,248	\$183,919		\$246,227																
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Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly.</p> <ul style="list-style-type: none"> • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm 	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows:</p> <p>Catalogs/Brochures</p> <ul style="list-style-type: none"> • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. <p>Websites:</p> <ul style="list-style-type: none"> • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ <p>Email/PR:</p> <ul style="list-style-type: none"> • Email Campaigns <ul style="list-style-type: none"> • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. <p>Social:</p> <ul style="list-style-type: none"> • Social Media Campaigns <ul style="list-style-type: none"> • Posts on various social platforms, including Facebook and LinkedIn, per brand <p>Trade Shows</p> <ul style="list-style-type: none"> • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. <p>Sales Tools/Training</p> <ul style="list-style-type: none"> • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. <p>Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	<p>Pride in Engineering and Design:</p> <p>Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes.</p> <p>Quality Products, Manufacturing, and Installation:</p> <p>PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:</p> <ul style="list-style-type: none"> • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. <p>Materials and Innovation:</p> <p>PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are:</p> <ul style="list-style-type: none"> • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials.</p> <ul style="list-style-type: none">• PlayPower meets ISO 9001, ISO 14001Standards• Other environmental initiatives:<ul style="list-style-type: none">• All packing and shipping materials are 100% recyclable.• Recycling 95%+ of our waste.• Many of our raw materials contain 25% to 100% recycled content.• Reduced energy usage through conservation and lean manufacturing implementation.• Audits material content and operations for safety and environmental concerns	*																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies:</p> <table><tr><td>Happy Playgrounds</td><td>WBE</td><td>AR, OK</td></tr><tr><td>Imagine Nation</td><td>WBE</td><td>IL</td></tr><tr><td>Jefcoat Recreation</td><td>WBE</td><td>MS</td></tr><tr><td>Metro Recreation</td><td>VOSB</td><td>MD, WV</td></tr><tr><td>Miracle of KY & TN</td><td>WBE</td><td>KY, TN</td></tr><tr><td>Playworx</td><td>VOSB</td><td>FL, GA</td></tr><tr><td>Recreation Plus</td><td>DBE, SBE, WMBE</td><td>CO, WY</td></tr><tr><td>Site Specifics</td><td>WBE</td><td>MA</td></tr><tr><td>Hahn Enterprises</td><td>WMBE</td><td>LA, AR</td></tr><tr><td>MTS Recreation</td><td>WBE</td><td>VA</td></tr><tr><td>Pelican Playground</td><td>WMBE</td><td>LA, MS</td></tr><tr><td>Hasley Recreation</td><td>WBE</td><td>AI, GA</td></tr><tr><td>Miller Recreation</td><td>VOSB</td><td>C. FL</td></tr></table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL	*
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41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<ul style="list-style-type: none"> • PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. <ul style="list-style-type: none"> • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety <ul style="list-style-type: none"> • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing <ul style="list-style-type: none"> • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcewell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcewell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcewell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<ul style="list-style-type: none"> • PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process. 	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<ul style="list-style-type: none"> • Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work

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

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

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcewell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcewell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

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

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	<input checked="" type="checkbox"/>	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	<input checked="" type="checkbox"/>	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	<input checked="" type="checkbox"/>	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	<input checked="" type="checkbox"/>	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	<input checked="" type="checkbox"/>	2



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 3-4

To: Lemoore City Council

From: Nathan Olson, City Manager

Date: November 19, 2021

Meeting Date: December 7, 2021

Subject: Memorandum of Understanding (MOU) between the City of Lemoore and Diamante Catering, LLC

Strategic Initiative:

- | | |
|---|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input checked="" type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Approve the Memorandum of Understanding between the City of Lemoore and Diamante Catering, LLC for the for use of the Lemoore Recreation Center kitchen located at 711 W. Cinnamon Drive.

Subject/Discussion:

Staff and Diamante Catering, LLC have been in discussions regarding the use of the kitchen at the Lemoore Recreation Center. Diamante Catering, LLC is interested in using the kitchen for the purpose of preparing and selling food, and also for catering events.

Diamante Catering, LLC also operates as Diamond Janitorial and has also agreed to provide janitorial services at the Lemoore Police Department on a twice per week basis.

Financial Consideration(s):

The Concessionaire will pay the City monthly license fees in the amount of thirty percent (30%) gross receipts for all over-the-counter sales related to Concessionaire services and ten percent (10%) gross receipts for all catering activities.

Alternatives or Pros/Cons:

Pros:

- Food will be available for purchase at the Recreation Center.

Cons:

- None

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends that the City Council approve the MOU between the City of Lemoore and Diamante Catering, LLC for the use of the Lemoore Recreation Center kitchen.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☐ Other
- List:

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☐ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

12/2/2021
12/2/2021
12/2/2021

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF LEMOORE
AND
DIAMANTE CATERING, LLC
DECEMBER 8, 2021 TO DECEMBER 31, 2022

The City of Lemoore ("CITY") and DIAMANTE CATERING LLC ("CONCESSIONAIRE") having previously discussed and mutually verbally agreed to CONCESSIONAIRE's use of the Lemoore Recreation Center kitchen, located at 711 W. Cinnamon Drive, Lemoore, California ("CMC Kitchen"), to provide concessionaire and catering services, hereby agree as follows:

1. PURPOSE

The purpose for this MOU is to formalize the terms and conditions of CONCESSIONAIRE'S use of the CMC Kitchen. CONCESSIONAIRE shall use the CMC Kitchen for the purpose of preparing and selling food and non-alcoholic beverages, including equipment install, and product and equipment storage, related to the preparation and sale of food and beverage (Concessionaire Services"). The CMC Kitchen may also be used, and will be entitled, for catering events in accordance with the terms of this MOU ("Catering Activities"). CONCESSIONAIRE shall not use the CMC Kitchen for any purpose other than Concessionaire Services or Catering Activities without the express prior written consent of the CITY.

As part of the services provided by CONCESSIONAIRE under this MOU, CONCESSIONAIRE agrees to clean the Lemoore Police Department, located at 657 Fox Street, on a twice per week basis, through its janitorial company, Diamond Janitorial, as outlined in Exhibit "A."

2. LICENSE

CITY does hereby grant to CONCESSIONAIRE, and CONCESSIONAIRE hereby accepts from CITY, a license to occupy and use the CMC Kitchen, and all equipment found therein, subject to the terms and conditions of this MOU. All equipment located at the CMC Kitchen as of the effective date of this MOU is and shall remain the property of the CITY. CONCESSIONAIRE shall be responsible for supplying any other equipment or tools necessary to operate the CMC Kitchen.

3. LICENSE FEE

CONCESSIONAIRE will Pay to the CITY monthly license fees in the amount of thirty percent (30%) Gross Receipts for all over-the-counter sales related to Concessionaire Services and 10% Gross Receipts for all Catering Activities. CONCESSIONAIRE shall pay CITY by the 10th day of each month the total fees due for the previous calendar month, or applicable portion thereof, except that the fees for the first month of the term of this MOU shall be included with the fees for the second month of the term of the MOU. Payments to CITY by CONCESSIONAIRE shall be made to the order of the City of Lemoore and shall be delivered either by mail or in person to 711 W Cinnamon Drive, Lemoore, California.

The term "gross receipts," wherever used in this MOU, is intended to and shall mean all monies, property or any other thing of value received by CONCESSIONAIRE through the concession business operations performed at the CMC Kitchen (or from any other business carried therewith by CONCESSIONAIRE, with or without further permission from CITY as is required herein), without any deduction or deductions, it being understood, however, that the term, "gross receipts" shall not include any sales or excise taxes imposed by any governmental entity and collected by CONCESSIONAIRE.

4. RECORDS AND INSPECTION

CONCESSIONAIRE shall keep true and accurate books and records showing all of CONCESSIONAIRE'S business transactions and records of account for Concession Services and Catering Activities in a manner acceptable to CITY and CITY shall have the right, through its Finance Director, at reasonable time(s), to inspect such books and records, including State of California tax return records; and CONCESSIONAIRE hereby agrees that all such records and instruments shall be available to CITY.

5. HOURS

The CONCESSIONAIRE will operate the CMC Kitchen as needed and will inform CITY staff of weekly hours via email the Thursday prior to next week of operation. Should the CONCESSIONAIRE be open outside of normal recreation hours for Catering Activities, the CONCESSIONAIRE will be responsible for keeping the facility clear of open play. Open play is defined as persons occupying the recreation center including the walking track, indoor soccer, and basketball courts. Scheduled programs and lease occupants within the CMC are not included in the term open play.

6. USE OF THE PREMISES

The CONCESSIONAIRE expressly agrees to at all times during the term of this MOU, and at CONCESSIONAIRE'S own cost and expense, maintain and operate the CMC Kitchen in a clean, safe, wholesome and sanitary condition, in compliance with and according to all applicable CITY ordinances and federal, state and local public health, safety and welfare, and food handling and service laws and regulations, including but not limited to, all regulations and policies of the Kings County Public Health Department, Division of Health Services. CONCESSIONAIRE shall maintain all licenses, approvals, and permits, including food handling permits, necessary for the Concessionaire Services and Catering Activities and shall promote a safe, friendly and drug/smoke free environment. All licensing and permits required for the Concessionaire Services and Catering Activities must be current and shall be made available to the CITY for inspection at any given time during the term of this MOU. CONCESSIONAIRE shall remedy without delay, any defective, dangerous, or unsanitary conditions upon written notice and request from the CITY or any other government agency with jurisdiction over the Concessionaire Services or Catering Activities. CONCESSIONAIRE shall ensure that a competent person is on the premises at all times during hours of operation of the CMC Kitchen.

7. CONDITION OF PREMISES

In taking possession of the CMC Kitchen, CONCESSIONAIRE agrees to accept the CMC Kitchen in its presently existing condition. CONCESSIONAIRE may, at CONCESSIONAIRE'S own expense,

refurbish or make minor modifications to the CMC Kitchen, as approved in writing by CITY, but CITY shall not be obligated to make any alterations, additions or betterments thereto. CONCESSIONAIRE will notify CITY Staff (as designated) of any damage, vandalism, or needed repairs to any part of CMC Kitchen or the Lemoore Recreation Center.

8. MAINTENANCE

CONCESSIONAIRE is expected, and shall keep and maintain, at its own cost and expense, the CMC Kitchen, two adjacent CMC restrooms located just North of the CMC Kitchen, and all equipment and fixtures appurtenant thereto, in good working order and repair, so as to not cause a hazardous or unsanitary condition. CONCESSIONAIRE shall at all times maintain proper pest and rodent control and shall be responsible for arranging pest control services as needed. All CONCESSIONAIRE equipment shall be used and maintained in compliance with all applicable laws and regulations, including Health and Safety Code Standards, and in such a manner that does not overload electrical circuits. CONCESSIONAIRE shall provide or arrange for janitorial service for the CMC Kitchen and ensure the premises is cleaned (including trash removal) and sanitized each day of operation and before closing.

9. INSPECTION BY CITY

CITY reserves the right of ingress and egress to inspect, investigate and survey the CMC Kitchen and immediate environs as deemed necessary by CITY, and the right to do any and all work of any nature necessary for preservation, maintenance and operation of the CMC Kitchen. CONCESSIONAIRE shall be given reasonable notice when such work may become necessary and will adjust operations in such a manner that CITY may proceed expeditiously.

10. MAINTENANCE OF IMPROVEMENTS

Should CONCESSIONAIRE fail to perform any maintenance specified herein and CITY deems such maintenance necessary for operation, then said maintenance shall be performed by CITY staff. CONCESSIONAIRE agrees to pay CITY for such maintenance, at CITY'S personnel cost, ten (10) days after request for payment is made. This provision is auxiliary to and not in place of any other provisions regarding maintenance herein.

11. TITLE TO IMPROVEMENTS

CONCESSIONAIRE hereby acknowledges the title of CITY in and to the CMC Kitchen in this MOU, including real property improvements. Title to all personal property provided by CONCESSIONAIRE shall remain vested in CONCESSIONAIRE; personal property being all property owned by CONCESSIONAIRE placed on CITY-owned or licensed property for purposes of this Agreement.

12. UTILITIES AND SERVICES

CITY shall be responsible for the provision and/or payment for water, sewer and reasonable solid waste services currently provided to the CMC Kitchen.

13. EQUIPMENT

Equipment. CONCESSIONAIRE, at CONCESSIONAIRE'S own expense, shall provide the furniture, fixtures and equipment not currently provided or available at the Premises and necessary for the purpose of this Agreement, including, but not limited to, any additional electrical circuits that may be required for the Concession Services or Catering Activities. CONCESSIONAIRE shall keep and maintain such furniture, fixtures and equipment in a reasonable, business appropriate manner throughout the term of this Agreement. CITY reserves the right and privilege to inspect and approve any and all such furniture, fixtures and equipment and any CMC Kitchen improvements to ensure the enjoyment, safety and protection of the public as related to said furniture, fixtures, equipment and improvements. CONCESSIONAIRE shall provide CITY with a list of all equipment installed in, and tools of value stored at, the CMC Kitchen, attached hereto as Exhibit "B," which shall be annually updated. The CITY shall not in any way be responsible for the safekeeping of CONCESSIONAIRE'S personal property, including tools and equipment, and CONCESSIONAIRE agrees to hold CITY harmless from any loss and/or damage to the same no matter the cause of occurrence.

14. SIGNS AND ADVERTISING

No signs, names or placards or advertising matter shall be inscribed, painted or affixed upon the CMC Kitchen or circulated on or off the CMC Kitchen without written consent of the Director of Recreation and Community Services. CONCESSIONAIRE shall not, in writing or otherwise, in any way represent itself or its employees, contractors, or agents, as an agents of the CITY while performing Catering Activities.

15. QUALITY AND RATES OF CONCESSIONAIRE SERVICES

CONCESSIONAIRE agrees that CONCESSIONAIRE will operate and manage the CMC Kitchen in a responsible business manner, including but not limited to the food and beverages offered as part of the Concessionaire Services. Prices for food and beverages sold in relation to the Concessionaire Services shall be set by the CONCESSIONAIRE with approval of the City Manager or designee, provided they are comparable to prices in this community for the same or similar food or beverage items at a similar establishment. CITY shall have access to and the right to inspect the schedule of prices and rates of food and beverage items, and menus, lists, portion schedules and schedules of prices related to Concessionaire Services. Price changes shall be submitted to CITY in writing not less than forty-eight (48) hours prior to implementation of said change. CITY may, at its discretion, require CONCESSIONAIRE to reduce prices. CONCESSIONAIRE shall post rates and prices for all food and beverage items provided as part of the Concessionaire Services in such places as may be designated by CITY. CITY reserves the right to prohibit the sale of an item which it deems objectionable or beyond the scope of items deemed necessary for proper service to the public.

16. DEFENSE, INDEMNICATION AND HOLD HARMLESS

CONCESSIONAIRE shall defend, indemnify, and hold harmless CITY and any of its Council Members, officers, agents, attorneys, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damages or liability of any nature whatsoever, arising out of and/or relating to the execution and/or performance of this MOU including, but not limited to, those resulting in any manner by reason of an act, error, or omission by the CONCESSIONAIRE, its suppliers, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. This

indemnification further specifically includes any claims that may be made against CONCESSIONAIRE by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against CONCESSIONAIRE alleging civil rights violations by CONCESSIONAIRE under Government Code section 12920 et seq. (California Fair Employment and Housing Act). The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this MOU. This provision shall survive expiration or termination of this Agreement.

17. INSURANCE

CONCESSIONAIRE agrees to maintain in full force and effect for the duration of this Agreement a general liability insurance policy for personal injury and property damage, with coverage amounts not less than One Million Dollars (\$1,000,000) per occurrence, Automobile Liability Insurance, with coverage not less than One Million Dollars (\$1,000,000) per occurrence, and Workers' Compensation Insurance as required by State of California statutory limits. CITY may approve, in writing, insurance coverage from a source other than CONCESSIONAIRE, or other satisfactory risk mitigation protection, in CITY'S sole discretion. Within ten (10) days following execution of this Agreement, and prior to commencement of the concession business operations, CONCESSIONAIRE agrees to forward to City proof of insurance naming CITY, its City Council, officers, employees, and volunteers as additional insureds. In the event CONCESSIONAIRE fails to provide such proof of insurance or fails to keep such insurance coverage in effect as herein provided, CITY, in addition to other remedies it may have, may suspend or terminate this MOU.

18. TAXES

CONCESSIONAIRE agrees to pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City or any tax or assessment levying body upon any interest in this MOU or any possessory right which CONCESSIONAIRE may have in or to the CMC Kitchen covered hereby or the improvements thereon by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments and charges on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about the CMC Kitchen. CONCESSIONAIRE shall comply with all laws, regulations and ordinances regarding the collecting of taxes due a local government agency and otherwise administer the same. Possessory interest taxes, if any, shall be prorated on the basis of the occupancy of the CMC Kitchen.

19. CITY RENTALS

CONCESSIONAIRE will make the CMC Kitchen available to the CITY for rental up to seven (7) times over the course of the term of this MOU with fourteen (14) days' advance written notice.

20. TERM OF MOU

The term of this MOU shall be from Dec 8, 2021 to December 31, 2022, unless earlier terminated by either party as set forth herein or CONCESSIONAIRE ceases to provide Concessionaire Services or Catering Activities at the CMC Kitchen. This MOU may be revised and / or extended by mutual written agreement of the parties.

21. TERMINATION OF MOU

Either party may terminate this MOU without cause with ninety (90) days' advance written notice to the other party. In the event that CONCESSIONAIRE provides notice of termination under this section, CONCESSIONAIRE shall continue operating its Concession Services and Catering Activities at the CMC Kitchen up until the date of termination. Notwithstanding the foregoing, the CITY may immediately terminate this MOU in the event that CONCESSIONAIRE fails to pay fees due under this MOU or otherwise materially breaches a covenant, agreement, or obligation hereunder, and does not cure such failure within thirty (30) days of receiving written notice from the CITY.

22. DELIVERY AND PAYMENT UPON TERMINATION

At the expiration or termination of this MOU, CONCESSIONAIRE shall quit and surrender the CMC Kitchen in a good state of repair, normal wear and tear excepted. If such removal causes any damage to the Lemoore Recreation Center ("Center") (including, but not limited, to the walls, floors, or other parts of the Center), CONCESSIONAIRE shall repair, at its own expense, the Center in a manner satisfactory to CITY. Damage to matters over which CONCESSIONAIRE has no control is excepted, provided that such exculpatory provisions shall not be extended to any risk which CONCESSIONAIRE is required to insure against as herein provided. CONCESSIONAIRE shall promptly pay any accrued fees or other amounts due but not yet paid to CITY upon termination of this MOU. CONCESSIONAIRE'S rights upon termination as set forth in this MOU shall not be effective until all such amounts are paid.

23. WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against CITY, its officers, agents or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out.

24. NOTIFICATION

Any notices herein provided to be given or which may be given either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

To Concessionaire: Eric Ramirez

To City: 711 W. Cinnamon Drive
Lemoore, CA 93245
citymanager@lemoore.com

The address to which notices shall or may be mailed as aforesaid by either party, shall or may be changed by written notice given by such party to the other as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

25. HAZARDOUS SUBSTANCES

No goods, merchandise or material shall be kept, stored or sold in, on or about the CMC Kitchen which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said premises, other than as is

provided for in this MOU, and no machinery or apparatus shall be used or operated in, on or about the CMC Kitchen which will in any way injure the CMC Kitchen or adjacent buildings and premises; provided, however, that nothing in this paragraph contained shall preclude CONCESSIONAIRE from bringing, keeping or using in, on or about the CMC Kitchen such materials, supplies, equipment and machinery as are appropriate or customary in carrying on the purpose of this MOU or from carrying on its business in all respects as is general or usual.

26. POSSIBLE TAXABLE INTEREST

CONCESSIONAIRE accepts possession of the CMC Kitchen with full knowledge and understanding that a possessory interest subject to property taxation may be created by this MOU. Notice is hereby given pursuant to the Revenue and Taxation Code of the State of California that such possessory interest may be subject to property taxation and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

27. INDEPENDENT CONTRACTOR STATUS

The Parties agree that CONCESSIONAIRE is free from the control and direction of CITY in connection with CONCESSIONAIRE'S performance of the services under this MOU. CONCESSIONAIRE is hereby retained to provide the specified services for CITY, which are outside the usual course of CITY'S business. CONCESSIONAIRE certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the services required by this MOU. CONCESSIONAIRE understands and agrees that CONCESSIONAIRE and its employees, officers, agents, and representatives shall not be considered officers, employees, agents, partners, or joint venturers of CITY, and are not entitled to benefits of any kind or nature normally provided to employees of CITY and/or to which CITY'S employees are normally entitled.

28. NONDISCRIMINATION

CONCESSIONAIRE and CONCESSIONAIRE'S employees shall comply with all applicable federal, state, and local laws related to any accommodation, facility, service or privilege offered to or enjoyed by the general public under this MOU, including, but not limited to, the Americans with Disabilities Act and the California Unruh Civil Rights Act, to the extent applicable. CONCESSIONAIRE shall further not discriminate against any of its own employees or applicants for employment because of race, color, religion, ancestry, sex national origin, or any other protected characteristic under federal, state, or local law.

29. ASSIGNMENTS

No transfer or assignment by the CONCESSIONAIRE of this MOU or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by CITY.

30. TERMS BINDING ON SUCCESSORS

All the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this paragraph shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

///

///

31. DURATION OF PUBLIC FACILITIES

By entering into this MOU, CITY makes no stipulation as to the type, size, location or duration of public facilities to be maintained at CMC Kitchen or Center, or the continuation of CITY ownership thereof. This agreement shall remain in full force and be effective during the period as stated, with all the terms and conditions as written.

Signed this _____ day of _____ month in _____ year.

CITY OF LEMOORE

CONCESSIONAIRE

Nathan Olson, City Manager

Eric Ramirez, Renter

Exhibit "A"

Two days a week

Restrooms

- Clean, sanitize all fixtures and surrounding areas
- Clean restroom walls (especially near fixtures)
- Empty wastebaskets- change liners if needed (including feminine waste bags)
- Stock all dispensers/ replace fresheners as needed
- Sweep and wet mop floors
- Clean mirrors

All Rooms including lobby

- Empty all interior wastebaskets
- Re-line wastebaskets
- Restock paper and soap dispensers
- Sweep Mop and sanitize floors
- Vacuum all carpeting/floor mats
- Cobweb removal
- Spot clean walls/doors/light switches/door knobs
- Clean door and entry glass
- Clean outside telephone
- Clean chairs/tables used by the public (lobby, booking room, interview rooms)

Kitchen

- Clean kitchen table, sink, counters,
- Clean inside microwave
- Empty refrigerator of perishables-clean as needed
- Restock paper and soap dispensers

AS NEEDED

- Clean Window boxes
- Clean window blinds
- Wash interior/exterior windows



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 5-1

To: Lemoore City Council

From: Steve Brandt, City Planner

Date: November 19, 2021

Meeting Date: December 7, 2021

Subject: Resolution 2021-31 – declaring two parcels owned by the City of Lemoore as Surplus Land and authorize the City Manager to send surplus land notices of availability. The parcels are located on the south side of East D Street, between Oleander Avenue and Smith Avenue (APNs 023-020-065 and 023-020-064)

Strategic Initiative:

- | | |
|--|---|
| <input type="checkbox"/> Safe & Vibrant Community | <input checked="" type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Adopt Resolution No. 2021-31, declaring two parcels (APNs 023-020-065 and 023-020-064) owned by the City of Lemoore as Surplus Land and authorize the City Manager, or designee, to send surplus land notices of availability to all appropriate public agencies.

Subject/Discussion:

This is the first step in a process to sell the city-owned property located on the south side of East D Street between Oleander Avenue and Smith Avenue. This action is a required step for the disposition of surplus properties owned by public agencies to make them available for development under the Surplus Lands Act (“SLA”) in State law (Government Code section 54221). The Surplus Lands Act requires that before a local agency such as the City takes any action to dispose of (sell or lease) property, it must declare the property to be “surplus land”. Unless the surplus land is exempt, the agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development (HCD) of their interest in surplus property.

Financial Consideration(s):

The proposed actions will not have a financial effect on the City of Lemoore.

Alternatives or Pros/Cons:

There are no alternatives to the surplus land declaration being recommended. Any alternatives to this recommendation would conflict with State law. The alternative to initiating this declaration would be to decide to not initiate the declaration or notification to public agencies or housing sponsors.

Commission/Board Recommendation:

N/A,

Staff Recommendation:

Staff recommends City Council adopt Resolution 2021-31, declaring these properties to be surplus land and authorize the City Manager, or designee, to send surplus land notices of availability to all appropriate public agencies.

Attachments:

- ☒ Resolution:2021-31
- ☐ Ordinance:
- ☒ Map
- ☐ Contract
- ☐ Other
- List:

Review:

- ☒ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

- 11/30/2021
- 12/2/2021
- 12/2/2021
- 12/2/2021

RESOLUTION NO. 2021-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE
DECLARING TWO PARCELS OWNED BY THE CITY OF LEMOORE AS SURPLUS
LAND AND AUTHORIZING THE CITY MANAGER TO SEND SURPLUS LAND
NOTICES OF AVAILABILITY (APNs 023-020-065 and 023-020-064)**

WHEREAS, the City of Lemoore (“City”) is the owner in fee simple of that certain real property located on the south side of East D Street, Oleander Avenue and Smith Avenue (APNs 023-020-065 and 023-020-064) totaling 4.92 acres and shown on the map in Exhibit “A,” attached hereto and made a part hereof (“Property”); and

WHEREAS, under the Surplus Property Land Act, Government Code Sections 54220-54233 (“Act”), surplus land is land owned in fee simple by the City for which the City Council takes formal action in a regular public meeting declaring the land is surplus and not necessary for the City’s use. The land must be declared either surplus land or exempt surplus land; and

WHEREAS, the Property is undeveloped, and is not otherwise being used by the City; and

WHEREAS, City staff has determined that the Property is not suitable for the City’s use;
and

WHEREAS, the City Council desires to declare that the Property is surplus land and not necessary for the City’s use; and

WHEREAS, the Act requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written notice of availability of the Property to certain designated entities.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lemoore hereby declares that the two vacant properties referenced above and on Exhibit A attached are declared surplus land and the City Council shall comply with state law regarding its disposition.

BE IT FURTHER RESOLVED, the City Council of the City of Lemoore hereby authorizes the City Manager to send surplus land notices in accordance with the Surplus Property Land Act.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 7th day of December 2021 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Stuart Lyons
Mayor



Exhibit "A"



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 5-2

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: November 19, 2021

Meeting Date: December 7, 2021

Subject: City Council Rules and Procedures – Ad Hoc Committee

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Staff is seeking direction from City Council on the ARPA Ad Hoc Committee.

Subject/Discussion:

At the November 16, 2021 meeting, consensus was received by Council to establish an Ad Hoc committee regarding the use of American Rescue Plan Act (ARPA) funds. It was discussed to possibly appoint residents for each district and the meetings to be held the second Tuesday of the month.

After the Council meeting, staff reviewed the current Council Rules and Procedures and wanted to make Council aware of the following listed in Chapter 12:

- The department director shall submit a request to the mayor, with a copy to the city clerk, requesting the creation of and appointment of up to four members to an ad hoc committee. All ad hoc committee member recommendations must have the consensus of council.
- All meeting requests shall be directed to the city clerk for coordination with member's calendars and to set a meeting location. Once confirmed, the city clerk shall notify the council members, city manager (or designee), and the city attorney (or designee) of the meeting details

Council can decide to move forward with the current rules and appoint up to four members of the public or Council has the authority to make changes to the rules. If council decides to make changes to the rules, the document will come back for approval at the January 4, 2022 meeting.

Financial Consideration(s):

None.

Alternatives or Pros/Cons:

N/A.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff is seeking direction from Council on the ARPA Ad Hoc Committee.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
List: Council Rules and Procedures

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

12/2/2021
12/2/2021
12/2/2021



Lemoore City Council Rules of Procedure

Adopted on April 21, 2020

Resolution No. 2020-11

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CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

CHAPTER 1 – AUTHORITY/ADMINISTRATION

A. General Authorities and Applicability

1. The Charter of the City of Lemoore provides that the city council shall determine its own rules and order of business.¹ When not in conflict with the Charter of the City of Lemoore, or the Constitution or laws of the State of California, including the Ralph M. Brown Act,² these City Council Rules of Procedure (“Rules”) shall be in effect upon adoption by resolution of the council.
2. Until such time as they are amended or new rules are adopted by resolution, these Rules shall govern the order and conduct of business of the council and other legislative bodies that meet concurrently with the council, as well as various council committees, and council-established boards and commissions (collectively, “legislative bodies”). Those council-established boards, commissions, and committees that are required by law to adopt rules of procedure shall adopt rules that are consistent with these Rules to the extent possible.

B. General Administration

1. The council shall review and revise these Rules at least annually, or as needed.
2. During council discussions, deliberations, and proceedings, the mayor has the primary responsibility to ensure that council members, staff, and the public adhere to these Rules.
3. Any council member who thinks the Rules are being violated may make a “point of order” to the Mayor or Mayor Pro Tem to enforce the Rules.

C. Amendment

Any rule may be adopted, altered, amended, or repealed by resolution at any time by a majority vote of the council, provided that at least a one-week notice of such proposed rule change is given to the council members.

D. Suspension

Any rule may be temporarily suspended by a two-thirds vote of all council members present, being not less than four votes of the council.

E. Rosenberg’s Rules of Order

To the extent these Rules do not address an issue of parliamentary procedure for legislative body meetings, *Rosenberg’s Rules of Order: Simple Parliamentary Procedures for the 21st Century* shall apply.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

CHAPTER 2 – DUTIES

A. Duties of Council Members and Staff

1. Council members and city staff shall conduct the business of the City of Lemoore:
 - a. recognizing that stewardship of the public interest is of primary concern;
 - b. working for the common good of the people of Lemoore; and
 - c. assuring fair and equal treatment of all persons, claims, and transactions coming before the council, council committees, and council-established boards, commissions, and committees (legislative bodies).

B. Duties of Mayor and Mayor Pro Tem

1. The mayor shall be elected every two years from among the council members by a majority vote at the council's first meeting in January.
2. The mayor is:
 - a. the presiding officer of the city and of all meetings of the council;
 - b. the official head of the city for performance of duties lawfully delegated to the mayor by the charter;
 - c. referred to as "chair" or "chairperson" when acting as presiding officer of legislative body meetings other than the council;
 - d. considered a member of the council;
 - e. entitled to make and second motions on matters before the council and vote on actions, but shall possess no veto power over actions of the council;
 - f. the primary, but not the only, person responsible for interpreting the policies, programs, and needs of city government to the people; and for informing the people of any major change in policies or programs; and
 - g. empowered, but not exclusively empowered, to make recommendations to the council on all policies and programs that require council decisions; and to perform such other duties as prescribed by the charter.
3. The mayor pro tem shall be elected every two years from among the members of the council, other than the mayor, by a majority vote at the council's first meeting in January. In the absence of the mayor from the city or a council meeting, the mayor pro tem shall possess all powers of the office of the mayor, and be subject to all prescribed duties for that office.
4. Council members may remove the council appointed mayor and/or mayor pro tem due to lack of confidence and/or violation of the Lemoore Code of Conduct for City Council, Boards, Commissions and Committees. A consensus of at least three council members is required. If the mayor is removed, the mayor pro tem will take the position of mayor and a new mayor pro tem will be appointed by a consensus of at least three council members.

CHAPTER 3 – CONDUCT OF COUNCIL MEMBERS

A. Norms and Expectations

1. Council members shall:
 - a. put constituents first at all times;
 - b. treat each other, staff, and the public with dignity, courtesy, and respect;
 - c. value all opinions, be tolerant of new and different ideas, and encourage creativity and innovation;
 - d. follow through on commitments and be accountable to each other;
 - e. clarify when items are discussed in confidence and maintain appropriate confidentiality;
 - f. be attentive to others, limiting interruptions and distractions;
 - g. encourage dissent in debate while being mindful not to prolong discourse or block consensus;
 - h. be candid with each other about ideas and feelings, and resolve conflicts directly;
 - i. keep comments clear, concise, and on-topic to maximize opportunities for all to express themselves;
 - j. continuously strive to improve how members work as a team;
 - k. place clear and realistic demands on staff resources and time when requesting action;
 - l. start and end meetings on time, work from an agenda, and be present, attentive, and prepared;
 - m. present problems in a way that promotes discussion and resolution;
 - n. continually work to build trust in each other; and
 - o. adhere to the City of Lemoore Code of Conduct for City Council, Boards, Commissions and Council Committees.³
2. Failure by any council member to follow these expectations could result in action taken by the City Council as a whole as allowed by law, including but not limited to public censure.
 - a. Any action taken by the City Council against a council member shall require a consensus to add such an item to the agenda, including a request of the action to be taken. The item will be then placed on the agenda for the next regularly scheduled meeting at which time discussion and action can be taken.

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B. General Conduct

1. Council members shall:
 - a. treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments;
 - b. be fair, impartial, and unbiased when voting on quasi-judicial actions;
 - c. raise his/her hand and wait to be acknowledged by the mayor before speaking;
 - d. move to require the mayor to enforce these Rules, and the mayor shall do so upon an affirmative vote of a majority of the members present;
 - e. preserve order and decorum during the meeting;
 - f. not delay or interrupt the proceedings or the peace of the council, nor disturb any council member while speaking, by conversation or otherwise, nor disobey the Rules of the Council, or the mayor, except as otherwise herein provided;
 - g. prohibit disclosure of confidential communications and authorize public censure for failure to comply;
 - h. support the Rules established by the council;
 - i. not use social media during legislative body meetings; and
 - j. abide by these Rules in conducting the business of the City of Lemoore.

C. Conduct with Council Members

1. Council members shall:
 - a. value each other's time;
 - b. attempt to build consensus on an item through an opportunity for dialogue; but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority;
 - c. have the right to dissent from, protest, or comment upon any action of the council;
 - d. respect each other's opportunity to speak and, if necessary, agree to disagree;
 - e. avoid offensive negative comments and shall practice civility and decorum during discussions and debate; and
 - f. assist the mayor's exercise of the affirmative duty to maintain order.

D. Conduct with City Manager and Staff

1. Council members shall:
 - a. speak to the city manager directly on issues and concerns;

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- b. direct the city manager to implement council's policy decisions through the administrative functions of the city;
- c. treat staff professionally and refrain from publicly criticizing individual employees;
- d. avoid involvement in personnel issues except during council closed sessions regarding council-appointed staff such as the city manager, city attorney, city treasurer, or city clerk, including hiring, firing, promoting, disciplining, and other personnel matters;
- e. discuss directly with the city manager, city attorney, city clerk, or city treasurer as appropriate, any displeasure with a department or staff; and
- f. request answers to questions on council agenda items from the city manager, city attorney, city clerk, city treasurer, department directors, or division managers prior to the meeting whenever possible.

E. Conduct with the Public

- 1. Council members shall:
 - a. make the public feel welcome;
 - b. be impartial, respectful, and without prejudice toward the public;
 - c. listen courteously and attentively to public comment;
 - d. not argue back and forth with members of the public; and
 - e. make no promises to the public on behalf of the council.

F. Conduct with Other Agencies

- 1. Council members shall:
 - a. project a positive image of the city when dealing with other agencies;
 - b. show tolerance and respect for other agencies' opinions and issues and, if necessary, agree to disagree;
 - c. represent official policies or positions of the council when designated as delegates of a legislative body;
 - d. explicitly state when their opinions and positions do not represent the council when representing their individual opinions and positions, and shall not allow the inference that they do; and
 - e. have the ability to lobby or discuss issues that have been adopted by legislative bodies or are standing policies of the legislative bodies with other legislators, government officials, applicants, or other interested persons.

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G. Conduct with Boards and Commissions

1. Council members shall:
 - a. treat all members of boards and commissions with appreciation and respect; and
 - b. refrain from participation at board and commission meetings with the purpose of influencing the outcome of those meetings.

H. Conduct with the Media

1. Council members shall not discuss, or go "off the record" with the media to discuss confidential or privileged information pertaining to closed sessions, or attorney-client privileged or attorney work product communications, including personnel, litigation, or real property negotiations.
2. Providing non-confidential, non-privileged background information is acceptable.

I. Ethical Conduct

1. Council members shall receive at least two hours of training in ethics, conflicts of interest, open meetings laws, competitive bidding requirements, bias prohibitions, etc., in accordance with Government Code section 53234 et seq.4 every two years.
2. Council members shall receive at least two hours of sexual harassment prevention training within six months of taking office, and every two years thereafter, in accordance with AB 1825 and AB 1661 (Government Code sections 12950.1 and 53237.1).
3. Council members shall conduct themselves in accordance with such training.

CHAPTER 4 – CONDUCT OF CITY STAFF

A. General Conduct

1. City staff shall:
 - a. prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule;
 - b. be available for questions from members in accordance with the Brown Act prior to and during meetings;
 - c. respond to questions from the public during meetings only when requested to do so by council members or the city manager;
 - d. refrain from arguing with the public or council members; and
 - e. switch any electronic equipment such as pagers and cellular telephones to silent, airplane mode or off during council meetings.
2. Staff shall remain objective on issues and should not be advocates for issues unless so directed by the legislative body.
3. To the extent permitted by the Brown Act, the city manager and staff shall inform the mayor and council members of controversial, significant-impact issues that are coming before the legislative body. The information shall be provided at least two weeks prior to the legislative body's meeting, unless circumstances do not allow for such advance notice.
4. The city manager shall advise management staff of potentially political or controversial issues coming before the legislative body and direct staff to be present and appropriately prepared.
5. If requested, the city manager shall make available an informational briefing for council member for items affecting the city and items on, or potentially on, the council agenda. Briefings shall include necessary department staff and shall take place no later than three days preceding potential council action.

CHAPTER 5 – CONDUCT OF THE PUBLIC

A. General Conduct

1. Decorum.
 - a. Members of the public attending council meetings shall observe the same rules and decorum applicable to the council members and staff as noted in chapters 3 and 4 of these Rules;
 - b. No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior, nor shall any person engage in conduct that disturbs the orderly conduct of the council meeting. Examples of disorderly conduct include feet-stamping, whistling, yelling or shouting, organized silent demonstrations, physically threatening conduct, and similar demonstrations; and
 - c. The mayor shall request that a person who is breaching the rules of decorum cease the conduct. If the person does not cease the conduct immediately, the mayor may order the person to leave the council meeting. The Lemoore Police Department shall assist the mayor in enforcing the rules of decorum, including removing disorderly persons upon order of the mayor.
2. Lobbyists shall identify themselves and the client(s), business, or organization they represent before speaking to the council.
3. Members of the public wishing to provide documents to the council shall comply with Rule 7.D.

B. Addressing the City Council

1. Purpose of public comment. During regular meetings, the city provides opportunities for the public to address the council as a whole in order to listen to the public's opinions regarding agendized items and unagendized matters within the subject matter jurisdiction of the city. At all other meetings, public comment is limited to agendized items.
 - a. Public comments should not be addressed to individual council members nor to city officials, but rather to the council as a whole regarding city business;
 - b. While members of the public may speak their opinions on city business, personal attacks on council members and city officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the council;
 - c. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "Question and Answer" periods or conversations with the council and city officials. The limited circumstances under which members may respond to public comments are set out in Rule 8.D.2;

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- d. Members of the public with questions concerning Consent Calendar items may contact the staff person who provided the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions; and
 - e. The mayor may stop a member of the public whose comments are not confined to the agenda item being heard. During the Public Comment portion of the agenda, the mayor may stop a member of the public whose comments are not within the subject matter jurisdiction of the city. The member of the public will be advised of the correct way to bring their position before council.
2. Speaker time limits. In the interest of facilitating the council's conduct of the city's business, the following time limits apply to members of the public (speakers) who wish to address the council during the meeting.
- a. Matters not on the agenda. Three minutes per speaker;
 - b. Consent Calendar items. The consent calendar is considered a single item, and speakers are therefore subject to the three-minute time limit for the entire consent calendar. Consent calendar items can be pulled at a council member's request and will be considered individually, with up to three minutes of public comment per speaker;
 - c. Discussion Calendar items. Three minutes per speaker;
 - d. Time limits per meeting; and
 - (i) each speaker shall limit his/her remarks to the specified time allotment.
 - (ii) the mayor shall consistently utilize the timing system, which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
 - (iii) in the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group, but with no increase in time.
 - (iv) speakers shall not concede any part of their allotted time to another speaker.
 - (v) the mayor, with consensus of council, may further limit, or expand, the time allotted for public comments per speaker or in total for the orderly conduct of the meeting; such limits shall be fairly applied.

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3. Comment cards. Members of the public wishing to speak to the council are requested to submit to the city clerk a completed comment card indicating the agenda item or off- agenda item that they wish to address before the item is called.

C. Electronic Devices

1. Members of the public shall turn their electronic devices that are capable of emitting sound – including cellular telephones, personal data devices, pagers, digital tablets, laptop computers, etc. – to the off- or silent-mode during council meetings.
2. Cameras. Cameras and recording equipment may be used during council meetings only if:
 - a. the devices are silent during use; and
 - b. the devices are used in a manner and at locations that do not impede walkways or others views of the meeting or disrupt the conduct of the meeting.

D. Location of Speaker

1. Members of the public shall not approach the dais without the express consent of the mayor.
2. Members of the public wishing to address the council must approach the podium when recognized by the mayor and speak only from the podium.
3. Members of the public should, but are not required, to state their name and address before beginning comments.

CHAPTER 6 – MEETING TYPES AND SCHEDULES

A. Regular Meetings

1. The council shall meet the first and third Tuesday of each month generally beginning at 5:30 p.m. in the City Council Chamber, 429 C Street, Lemoore, California, except as otherwise provided in the annually adopted meeting schedule or as otherwise revised by the council. Study Sessions which include a Closed Session will begin at 5:30 p.m. followed by the regular meeting at 7:30 p.m.
2. Whenever possible, special workshops shall take place in the council chamber.

B. Adjourned Meetings

As permitted by law, the council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the motion of adjournment.

C. Special Meetings

A majority of the council members may call a special meeting by providing notice 24 hours in advance of the meeting to the mayor, to all council members, and to all media outlets and persons having requested in writing notification of such meetings pursuant to state law.

D. Emergency Meetings

1. In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the legislative body may hold an emergency meeting without complying with either the 72-hour or 24-hour notice and posting requirements for regular and special meetings, but shall otherwise comply with the Brown Act procedures generally stated below.
2. Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to the Brown Act, shall be notified by the mayor of the legislative body, or designee thereof, at least one hour prior to the emergency meeting, or in the case of a dire emergency, at or near the time that the mayor or designee notifies the council of the emergency meeting.
3. This notice shall be given by telephone call to the numbers provided in the most recent request for notification.
4. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

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5. During an emergency meeting, the legislative body may meet in closed session pursuant to the Brown Act if agreed to by a two-thirds vote of the members present, being not less than four votes of the council.
6. All special meeting requirements in the Brown Act shall be applicable to an emergency meeting, with the exception of the 24-hour notice and posting requirement.
7. The minutes of an emergency meeting; a list of persons who the mayor or designee of the council, notified or attempted to notify; a copy of the roll call vote; and any actions taken at the meeting, shall be posted for a minimum of ten days in a public place as soon after the meeting as possible.

E. Closed Sessions

1. Closed sessions generally shall be conducted on the first and third Tuesday of every month or during special meetings held immediately prior to regular meetings.
2. In accordance with the Brown Act, the public may speak regarding any closed session item prior to the closed session.
3. All closed session information, verbal or written, is privileged and confidential and shall not be shared with any person not at the closed session. Any council member sharing information in violation of this rule may be subject to censure by the council consistent with the council's confidentiality policy then in effect.
4. The city attorney shall report out in public session any reportable actions that were taken by council and the vote on such actions in accordance with the Brown Act.⁵

F. Public Hearings

1. The city clerk shall set council hearing dates on all matters that require a notice and public hearing before the council, such as matters received from the planning division and appeals to the council.
2. Public hearings will not be withdrawn or continued without the full knowledge and concurrence of the council members within whose districts/jurisdiction the issue resides.
3. The council may refuse to grant a continuance of any hearing unless there is a valid legal reason why the hearing must be continued.
4. Continuances.
 - a. Any person (applicant, appellant, or designated representative) scheduled for a public hearing before the council:
 - (i) may obtain one continuance for a period not to exceed the second regular meeting after the original scheduled hearing date, as a matter of right, without personally appearing before the council on the scheduled hearing date, provided a written request for the continuance must be delivered to the city clerk by noon on the day prior to the scheduled

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public hearing. Any person, who has once obtained a continuance by any procedure, may not obtain a subsequent continuance by notifying the city clerk as provided in this Rule 6.F.a(i).

- (ii) who wants to obtain a continuance of the hearing beyond the second regular meeting after the original scheduled hearing date, or has not notified the city clerk as provided in Rule 6.F.4.a(i), may obtain a continuance only by appearing before the council at the time the original hearing is scheduled and requesting a continuance. This continuance is not a matter of right and will not be granted unless the council is satisfied that good cause exists for the continuance and that a substantial number of people will not be inconvenienced by such continuance.
 - (iii) who has once obtained a continuance of a hearing either by notice to the city clerk per Rule 6.F.4.a(i) or by personal appearance per Rule 6.F.4.a(ii), may obtain a further continuance only by appearing before the council at the scheduled hearing and satisfying the council that extraordinary circumstances exist that would justify this second continuance.
 - (iv) who has twice obtained a continuance of a hearing, may obtain an additional continuance only by appearing before the council at the scheduled hearing and satisfying the council that a miscarriage of justice would result from the refusal of the council to grant a continuance.
- b. City staff may obtain a continuance based on the need of the originating department or on behalf of a council member. Department staff may request, via the city clerk, as many continuances as needed to complete and ready the project or appeal for the hearing process; however, staff may not serve as a requestor on behalf of an applicant or appellant;
- c. Any organized group of residents or neighborhood associations, not recognized as an applicant or appellant, may contact their council member and request a continuance as needed to complete and ready the project or appeal for the hearing process. The council member, in his or her sole discretion, may request the council approve the continuance for good cause;
- d. At the meeting when the hearing is scheduled, but before the hearing starts, any council member may request the council approve a continuance; and
- e. Disputes regarding the length of a continuance will be decided by the council at the scheduled hearing if city staff or the city clerk cannot obtain mutual agreement between the parties beforehand.

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G. Teleconferenced Meetings

Members of the public may address the council via teleconference or other electronic device only in conjunction with a members' attendance at a duly noticed teleconference location set in accordance with the Brown Act.

H. Televised Meetings

Meetings held in the council chambers are generally telecast via Facebook live and available on the city's official website.

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CHAPTER 7- MEETING AGENDAS

A. Requirements for Agenda Item Submission

1. The city manager and city clerk shall develop the agenda for council meetings..
2. Council members may submit items for inclusion on a future agenda by orally making the request under City Council Report and Requests and receiving a concurrence of council.
3. Council members may submit staff reports or descriptions of oral reports to the city clerk for placement on the agenda.
4. Department directors, subject to the discretion of the city manager, may submit staff reports or descriptions of oral reports to the city clerk for placement on the agenda.
5. Outside agencies may submit agenda items in accordance with the following:
 - a. items from outside agencies must be sponsored for agenda placement by council members or department staff; and
 - b. all agenda items must be submitted in accordance with the agenda packet submission and preparation requirements.

B. Declaration of Policy

1. No ordinance, resolution, motion, or item of business shall be introduced or acted upon at a meeting of a legislative body of the city without it appearing on a duly noticed and posted agenda in accordance with the Brown Act. Exceptions to this rule are limited to those provided by state law.
2. No ordinance, resolution, motion, or item of business will be considered that:
 - a. does not affect the conduct of the business of the City of Lemoore or its powers or duties as a municipal corporation, or
 - b. supports or disapproves of any legislation or action
 - (i) of the State of California;
 - (ii) of the Congress of the United States; or
 - (iii) before any officer or agency of the state or nationunless the proposed legislation or action, if adopted, will affect the conduct of the municipal business or the powers or duties of the City of Lemoore or its officers or employees.

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- c. rule 7.B.2 may be invoked only before public comment or council deliberation on the matter and by three affirmative votes on the question: "Shall the council consider this matter?"

C. Procedures for Submission of Reports

1. A written staff report should be prepared and submitted to agenda review in accordance with the agenda review procedure.
2. Staff reports shall include a section reflecting review by the city attorney as appropriate.
3. "Continued" items do not require a new report if there are no changes other than the agenda date. If there is any other change, a new report meeting all applicable requirements must be submitted.

D. Written Communications from the City and the Public

1. The city clerk shall manage communications to council members regarding meeting topics to ensure compliance with the Brown Act.
 - a. Except for records exempt from disclosure under the California Public Records Act⁴ and otherwise by law, agendas or any other writings distributed to all or a majority of the council members for discussion or consideration at a public meeting are disclosable to the public, and shall be made available upon request without delay.
 - b. Materials distributed to the council members during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the city or a council member, or at the conclusion of the meeting if prepared by another person.⁷
2. Interested parties or their authorized representatives may address the council by written communications regarding agenda items.
 - a. Written communications received by the city clerk prior to posting of agenda will be included in the agenda packet material. Written communications received by the city clerk after that deadline will be delivered to council members at the city council meeting if related to an item on that meeting agenda.
 - b. Documents (10 copies recommended) that members of the public submit to the city council at the meeting shall be given directly to the city clerk for distribution and shall not be given directly to the council. The documents will be available to the public.

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E. Preparation of the Agenda Packet

1. No later than noon on the Friday prior to each regularly scheduled meeting, the city clerk shall finalize the agenda packet.
2. Agenda Packet Contents.
 - a. The agenda packet shall include the agenda, the staff reports, draft resolutions and ordinances, contracts, and other attachments. Items noted as “To Be Delivered” on the agenda will be delivered prior to the start of the council meeting and published to the city’s website no later than the following day. No item shall be required to be considered by the council if the applicable written material is not delivered to the council before the agenda item is discussed and made available to the public at the same time;
 - b. Corrections or supplements to a staff report or other written materials already included in the agenda packet may be delivered separately;
 - c. All agreements on the agenda shall be available for review by the council and the public prior to the meeting, or at the meeting location during the meeting, unless determined otherwise by the city attorney; and
 - d. Unless waived by a 2/3 vote of council, all labor agreements and all agreements greater than \$1,000,000 shall be posted on the city’s website and be made available to the public at least 10 days prior to council action.

F. Distribution of the Packet

1. The city clerk shall distribute the agenda packet or link to the on-line agenda packet to the council members and persons requesting copies of the agenda packet no later than Friday at 5:00 p.m. or end of business prior to the regularly scheduled meeting.
2. Paper or electronic copies of the agenda packet shall be available for the news media and other such organizations, agencies, institutions, or persons who so subscribe.

G. Posting of Agenda

1. The city clerk shall post the agenda of each regular or adjourned regular meeting of the legislative body at least 72 hours in advance of the meeting in a location that is freely accessible to members of the public as required by the Brown Act.
2. The city clerk shall maintain an affidavit indicating the location, date, and time of posting each agenda.
3. Agendas will generally be published to the city’s website by the end of business on the Friday before regular meetings.
4. Agenda reports including attachments, exhibits, and agreements will generally be published to the city’s website by end of business on the Friday before regular meetings.

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5. If technical difficulties occur, the agenda and reports will be published on the city's website as soon as those difficulties are resolved.

H. Failure to Meet Agenda Deadlines

1. The city clerk shall not, without the consent of the city manager or city attorney, accept any agenda item or revised agenda item after the deadlines established and noted in these Rules.

I. Exceptions to the Agenda Requirement

1. Matters not included on the published agenda may be discussed and acted upon by the legislative body only in the following situations:
 - a. at a meeting during which a majority of the council members determine in open session that the matter in question constitutes an "emergency"⁸; or
 - b. upon a determination by two-thirds of the council members, or if less than two-thirds are present by unanimous vote of the council members present, that:
 - i) there is a need to take immediate action; and
 - ii) the need for action came to the attention of the city after the agenda had been posted; or
 - c. the item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

J. Types of Agenda Items

1. Closed Sessions-confidential discussions with the legislative body as permitted by the Brown Act.
2. Ceremonial Matters-the presentation and receipt of ceremonial resolutions and celebrations not requiring formal legislative body action.
3. Administrative Matters-consent items making clerical corrections to previous legislative documents and to ensure accurate legislative history.
4. Consent Calendar-considered one item, consisting of matters routine in nature and not likely to be subject to debate or inquiry by the council members or the public; typically adopted in one motion.
5. Public Hearings-duly noticed hearings as mandated by local, state, or federal law, providing an opportunity for public review and comment of a proposed action by the council.
6. New Business-non-routine items requiring an oral presentation and discussion before action is taken.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

7. Information Items-items when staff is required by federal or state law or city code to inform council of an issue when authority has been delegated to a person, position, board, or commission.
8. Public Comment-oral communications from the public regarding matters not on the agenda but within the subject matter jurisdiction of the city.
9. City Council Reports and Requests:
 - a. brief oral or written reports summarizing meeting or conference attendance at city expense, as required by AB 1234⁹;
 - b. requests that city manager or staff report on various issues;
 - c. requests to place items on a future council meeting agenda (consensus by council must be received); and
 - d. reports on district and citywide activities or news.

K. Ordinances and Non-Binding Resolutions

1. Ordinances on the agenda may be passed for publication or adopted in accordance with established procedures.
2. Ordinance changes during the review and adoption process:
 - a. The text of an ordinance receiving the necessary votes to bring the matter to council shall be the text that is included in the published agenda as pass-for-publication;
 - b. The text of an ordinance passed for publication shall be the text that is included in the published agenda for the meeting at which the adoption of the ordinance is discussed;
 - c. Notwithstanding subsections a, b, and c, typographical and clerical errors may be corrected at any time during the ordinance review and adoption process;
 - d. If a staff member intends to make a substantive (i.e., anything not typographical or clerical) change to an ordinance after it is included in a published agenda, at or before the time the ordinance adoption item is called on the agenda the staff member shall distribute sufficient written copies of the proposed change so that all other members, the council members, relevant city staff, and the public audience have copies;
 - e. Consideration of a proposed substantive change from the ordinance text that was included in the published agenda shall be continued until the next regular council meeting unless another meeting date is approved by council; and

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

- f. If the council's motion to adopt an ordinance includes a change to the ordinance text from that published in the agenda, prior to the vote the city attorney or city clerk shall repeat verbatim the proposed change or otherwise indicate the change is reflected in the circulated written copy of the change.

CHAPTER 8 – CONDUCT OF MEETING

A. Call to Order – Mayor

1. The mayor, or in the mayor's absence the mayor pro tem, shall take the chair at the hour appointed for the meeting and shall immediately call the meeting of the council to order.
2. In the absence of the mayor and mayor pro tem, the clerk shall call the meeting to order and a mayor *pro tempore* shall be appointed from the members present.
3. Upon the arrival of the mayor, the mayor pro tem or mayor pro tempore shall immediately relinquish the chair at the conclusion of the business then before the council.

B. Roll Call/Attendance

1. A majority of the members of the council then in office and present within the city limits of Lemoore shall constitute a quorum.
2. Before the council proceeds with the business before it, the city clerk shall call the roll and note the council members present for the minutes. The late arrival of council members shall be entered into the minutes.
3. A council member shall be considered present at a meeting if the member either is physically in the council chamber or is participating in the meeting through teleconference in accordance with the Brown Act. Meeting attendance of council members through teleconference will be permitted on a case-by-case basis, determined by the majority of council.
4. Council members attending a council meeting through a teleconference are counted when determining a quorum unless they are not within the city limits of Lemoore.
5. Council members must be physically present at the council chamber dais or teleconference location to vote. Proxy or absentee voting is not permitted.

C. Order of Discussion

The order of business is typically carried out as listed on the agenda or as set out below; however, the mayor may reorder the items, unless council members object.

Council members may request items be reordered by motion.

1. Public Comment will be held at the beginning of the meeting.
2. Consent Calendar items removed for discussion:
 - a. Council members or the city manager may request that an item be removed from the Consent Calendar for separate consideration;
 - b. Members of the public wishing to have an item removed from the Consent Calendar for separate consideration may make a request to a council member or the city manager prior to the beginning of council meeting;

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

- c. All matters remaining on the Consent Calendar shall be approved by a single action, such single action to have the legal effect of individual action on each matter; and
 - d. If Consent Calendar items are removed, they shall be discussed immediately after adoption of the balance of the Consent Calendar.
3. Public Hearings.
- a. The order of public hearings will generally be as follows:
 - (i) staff comments, information, and reports, followed by council member questions.
 - (ii) proponent, if applicable, speaks, followed by council member questions.
 - (iii) opponent, if applicable, speaks, followed by council member questions.
 - (iv) if the public hearing is on an appeal that does not require council *de novo* review, then the appellant (opponent) speaks before the applicant (proponent) in accordance with the allotted time.
 - (v) public comments.
 - (vi) if the public hearing is a *de novo* review appeal, the applicant speaks in rebuttal, but if not a *de novo* review appeal, the appellant speaks in rebuttal.
 - (vii) closure of public comment.
 - (viii) further council member discussion.
 - (ix) motion to close public hearing and take action. See Rule 6.F regarding continuances.
 - b. The mayor may direct speakers to avoid repetition in order to permit maximum information to be provided the council within the time allotted to the hearing.
4. New Business.
- a. The order of discussion after introduction of an item by the mayor will generally be as follows:
 - (i) Staff comments, information, and reports, followed by questions from the council members.
 - (ii) Public comments and information, followed by questions from the council members.
 - (iii) Member discussion, motion, and action.
 - b. Once the item is placed before the council for discussion, motion, or action, no member of staff or the public shall be allowed to address the council without the consent of the mayor or council members.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

D. Oral Communications from the Audience

1. As required by the Brown Act, a portion of each council meeting agenda will provide an opportunity for members of the public to address the council on any agenda item, including closed session and consent calendar items. Regular meeting agendas also will provide for public comment on any unagenda item that is within the subject matter jurisdiction of the city.
2. In response to public comment on non-agenda items, the council members may individually:
 - a. briefly respond to statements made or questions posed by members of the public;
 - b. ask questions for clarification;
 - c. provide a reference to staff or other resources for factual information or response;
 - d. request staff, with consensus of council, to report to the council at a subsequent meeting; and
 - e. request staff, with consensus of council, to place a matter of business on a future agenda as needed.

E. Quorum Call

1. During the course of the meeting, should the presiding officer note a quorum is lacking, the mayor shall call this fact to the attention of the city clerk.
2. The mayor then shall issue a quorum call. If a quorum has not been restored within two minutes of a quorum call, the mayor may declare a recess for a reasonable period of time in order to reestablish a quorum.
3. If no quorum is reestablished within a reasonable time, the mayor shall adjourn the meeting.

F. Obtaining the Floor

1. Any council member wishing to speak must first obtain the floor by being recognized by the mayor. The mayor shall recognize any council member who seeks the floor when appropriately entitled to do so.
2. With the concurrence of the mayor, a council member holding the floor may address a question to another council member and that council member may respond while the floor is still held by the member asking the question. A council member may opt not to answer a question while another member has the floor.

G. Motions

1. *Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century* shall be used for the management of motions.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

H. Voting

1. Requirements for Action.

- a. Unless a higher vote is required by the city charter, the city code, or otherwise by law, the affirmative votes of at least three members of the council shall be required:
 - (i) for the council to take action on an item of business;
 - (ii) to pass any ordinance, resolution, or motion; or
 - (iii) to make or approve any order for the payment of money requiring council approval.
- b. Any ordinance declared by the council to be necessary as an emergency measure and containing a statement of the facts constituting such emergency as provided in the city charter may be introduced and adopted at the same meeting if passed by at least four affirmative votes, even if only four council members are present.

2. Voting Disqualification.

- a. A council member shall not vote upon any matter on which the member is disqualified due to a conflict of interest, or any quasi-judicial action regarding that in which the member is biased;
- b. A council member shall openly state an abstention due to a conflict of interest or bias;
- c. A council member who is abstaining due to a financial conflict of interest shall publicly identify the financial interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- d. As to any other conflict of interest, the council member's determination may be accompanied by an oral or written disclosure of the conflict of interest; and
- e. A council member who is disqualified by a conflict of interest in any matter shall not remain on the dais during the discussion and shall not vote on that matter. However, the council member may remain on the dais for Consent Calendar items if the council member states the abstention from the vote due to the described conflict of interest before the Consent Calendar is voted on in one motion.

3. Voting.

Voting is requested by the mayor with a roll call vote.

CHAPTER 9 – COUNCIL REQUESTS

A. General

1. Council requests that deal with policy issues and council requests that may be construed as direction shall be directed to the city manager, except for general inquiries or questions, in which case the council may go to the department directors or key staff in the City Manager's Office. Council members may also deal directly with the city attorney or other staff appointed by the council.
2. Council requests requiring funding must go through the city manager. The city manager shall respond in a timely manner.
3. Council requests to prepare or consider new ordinances or non-binding resolutions shall be made in accordance with Rule 7A.

CHAPTER 10 – VACANCIES

A. Deemed Vacancies

1. Absence from five consecutive regular meetings without good cause shall operate to vacate the seat of the council member so absent. Good cause shall mean any absence which is due to illness, injury, accident or other reasons which prevent attendance not of willful intent.
2. A vacancy also occurs when any of the events prescribed in California Government Code § 1770 occur before the expiration of the council member term.

B. Procedures for Filling Vacancies

1. A vacancy in the office of council member shall be filled within 60 days from the commencement of the vacancy by appointment or by calling a special election to fill the vacancy.
 - a. If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall reside in the district so vacant, be otherwise qualified, and shall hold office pursuant to one of the following:
 - (i) if the vacancy occurs in the first half of the term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the original term of office.
 - (ii) if the vacancy occurs in the first half of the term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of the term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.
 - b. If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy must reside in the district so vacant and be otherwise qualified. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.
2. Notwithstanding the appointment procedures in this Chapter 10, an appointment shall not be made to fill a vacancy on a city council seat if the appointment would result in a majority of the members serving on the council having been appointed.

CHAPTER 11– FACILITIES

A. Council Chamber Capacity

Council chamber attendance is limited to the posted seating capacity. The city manager shall appropriately regulate entrance to the council chamber when the council chamber capacity is likely to be exceeded. If possible, the meeting will be relocated to accommodate a larger crowd. When legislative bodies are in session, members of the public shall not remain standing in the seating area or aisles of the council chamber. Sitting on the floor is not permitted. The Lemoore Police Department shall enforce this chapter.

For health and safety reasons of the public, council may relocate the meeting as necessary.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

CHAPTER 12 - CITY COUNCIL COMMITTEES/REGIONAL ORGANIZATIONS

A. General

1. The mayor will recommend possible appointments to council of members to standing committees, ad hoc committees, regional organizations, and joint powers agencies. Consensus of council is required.
2. A standing committee is a permanent committee of the council established to consider subjects of a particular class, with regularly scheduled meeting dates and times.
3. An ad hoc committee is a temporary committee of the council established for a special purpose and of limited duration.
4. Standing and ad hoc committees have fact-finding, informative, and recommendatory powers only, and such other powers as delegated by the council.
5. The council intends that council committees, to the extent possible, conduct a full hearing on any matter referred to that committee before the committee refers the matter back to the council.
6. The city clerk shall maintain and keep on file a list of the standing committees, ad hoc committees, regional organizations, and joint powers agencies to which council members are appointed.

B. Ad Hoc Committees

1. Establishment.
 - a. The majority of the council may request the creation of an ad hoc committee;
 - b. The city manager or department director, together with the city attorney, shall work with the appropriate supporting department(s) and determine the scope and approximate duration the ad hoc committee will be needed; and
 - c. The department director shall submit a request to the mayor, with a copy to the city clerk, requesting the creation of and appointment of up to four members to an ad hoc committee. All ad hoc committee member recommendations must have the consensus of council.
2. Scheduling; Meetings.
 - a. Once an ad hoc committee has been established, all meeting requests shall be directed to the city clerk for coordination with member's calendars and to set a meeting location. Once confirmed, the city clerk shall notify the council members, city manager (or designee), and the city attorney (or designee) of the meeting details; and
 - b. Council members who are not members of an ad hoc committee shall not attend meetings of that ad hoc committee.

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3. Dissolution.

- a. Once an ad hoc committee has completed its task, the supporting department shall submit a report to the mayor, with a copy to the city clerk, stating completion of the ad hoc committee tasks and request the dissolution of the ad hoc committee;
- b. An ad hoc committee is automatically dissolved one year after its first meeting, unless it is dissolved earlier under Rule 12.C.3.a; and
- c. The City Clerk will provide a periodic report to Council announcing the dissolution of ad hoc committees.

C. Regional Organizations

The mayor shall appoint council representatives to the regional organizations and joint powers agencies listed in the documents maintained by the city clerk, with consensus of council.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

CHAPTER 13 – BOARDS, COMMISSIONS AND COMMITTEES

A. Vacancies and Appointments

1. When any vacancy occurs on a board, commission or council committee, the city clerk shall announce that vacancy pursuant to the standard outreach procedures. For routine vacancies, the announcement is made approximately two months prior to the date on which the vacancy is to occur. For non-routine vacancies, the announcement is made as soon as possible in order to maintain viable memberships on the various boards and commissions. The vacancy will be advertised for no less than 30 days. The City Clerk's Office maintains the board and commission files, and performs all clerical and administrative support tasks related to the application process.
2. At the close of the application period, all applications received for the vacancy are referred by the clerk to the mayor for review and recommendation. At the discretion of the Mayor, the Mayor Pro Tem may be offered an opportunity to make the initial review and recommendation to the Mayor.
3. After reviewing the submitted nomination(s), the mayor shall make a recommendation to fill the vacancy at the next regular council meeting. All applications will be included with the recommended nomination to council.
4. At the next regular council meeting, the council shall vote whether to confirm the appointment. Consensus of at least two council members is required.
5. If the council does not approve the appointment, discussion shall take place and another recommendation shall be made. Council shall vote whether to confirm the new appointment.
6. At the direction of the council, all vacancies, application periods, and close of application periods for boards and commissions shall be monitored and maintained by the city clerk in compliance with the Maddy Act.14.
7. In making nominations and appointments to city boards and commissions, the mayor and council members should consider persons of various ethnicities, ages, genders, education, and occupational experience as reflected in the general population of the city; and should, as appropriate for the vacancy, consider persons from all districts of the city.

- 1 California Government Code, § 34450 et seq.
- 2 California Government Code, § 54950 et seq.
- 3 City of Lemoore Code of Conduct for City Council, Boards,
Commissions and Council Committees (Attachment A).
- 4 California Government Code, § 53234 et seq.
- 5 California Government Code, § 54957.1.
- 6 California Government Code, § 6250 et seq.
- 7 California Government Code, § 54957.5(b).
- 8 California Government Code, § 54956.5.
- 9 AB 1234, codified at California Government Code, § 53232.3.

et seq. *abbr. Lati.*

et sequens (and the following one or ones).

Non-binding Resolution

A non-binding resolution is a resolution in which the council declares its position and opinions on an issue, policy, or other matter that the council lacks legal authority to establish or regulate, but that the council determines is of such importance that the council should make the symbolic gesture of adopting a resolution declarative of council's position.

Quasi-judicial

Quasi-judicial action means any council action that implicates constitutionally protected property or liberty interests, such as issuance or denial of discretionary land use permits, subdivision maps, business licenses, and other similar action in which a property interest is at stake and the council is charged with applying legal standards to a specific factual situation.



**CITY OF LEMOORE
CODE OF CONDUCT FOR CITY COUNCIL, BOARDS,
COMMISSIONS AND COUNCIL COMMITTEES**

The Code of Conduct is supplemental to the Lemoore Municipal Code and the Code of Ethics and applies to the City Council and all members of City advisory boards, commissions and committees. The Code of Conduct describes how Lemoore officials treat each other and work together for the common good of the community. Conducting the City's business in an atmosphere of respect and civility is the underlying theme in this code. City Officials are responsible for holding themselves and each other accountable for displaying actions and behaviors that consistently model the ideals expressed in the code.

Implicit in the Code of Conduct is recognition of the worth of individual members and an appreciation for their individual talents, perspectives and contributions. The Code will ensure an atmosphere where individual members, staff and the public are free to express their ideas and work to their full potential.

As a City Official of the City of Lemoore, I agree to these principles of conduct.

We consistently demonstrate the principles of professionalism, respect and civility in working for the greater good of Lemoore.

We assure fair and equal treatment of all people.

We conduct ourselves both personally and professionally in a manner that is above reproach.

We refrain from abusive conduct, personal charges or verbal attacks on the character or motives of Council members, commissioners, staff and the public.

We take care to avoid personal comments that could offend others.

We show no tolerance for intimidating behaviors.

We listen courteously and attentively to all public discussions and treat all people the way we wish to be treated.

We serve as a model of leadership and civility to the community.

Our actions inspire public confidence in Lemoore government.

Keeping in mind the common good as the highest purpose, we will focus on holding efficient meetings that achieve constructive solutions for the public benefit.

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We work as a team to solve problems and render decisions that are based on the merits and substance of the matter.

We respect differences and views of other people.

We adhere to the principles and laws governing the Council / Manager form of government and treat all staff with respect and cooperation.

We will refrain from interfering with the administrative functions and professional duties of staff.

We will not publicly criticize individual staff but will privately communicate with the City Manager any concerns about a Department or Department Head or Staff person.

We will refrain from negotiating or making commitments without the involvement and knowledge of the City Manager.

We will work with staff in a manner that consistently demonstrates mutual respect.

We will not discuss personnel issues, undermine management direction, or give or imply direction to staff.

We will communicate directly with the City Manager, Department Heads or Designated Staff contacts when asking for information, assistance or follow up.

We will not knowingly blindside one another in public and will contact staff prior to a meeting with any questions or issues.

We will not attend City Staff Meetings unless requested by staff.

CITY OF LEMOORE-COUNCIL RULES OF PROCEDURE

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711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 5-3

To: Lemoore City Council

From: Michelle Speer, Assistant City Manager

Date: November 19, 2021

Meeting Date: December 7, 2021

Subject: Lemoore Redistricting Process

Strategic Initiative:

- | | |
|--|--|
| <input type="checkbox"/> Safe & Vibrant Community | <input type="checkbox"/> Growing & Dynamic Economy |
| <input type="checkbox"/> Fiscally Sound Government | <input checked="" type="checkbox"/> Operational Excellence |
| <input type="checkbox"/> Community & Neighborhood Livability | <input type="checkbox"/> Not Applicable |

Proposed Motion:

Staff is seeking direction from City Council on the redistricting process for the City of Lemoore.

Subject/Discussion:

In 2018, the City of Lemoore went through the redistricting process and adopted a new map that would allow the City to perform by-district elections. Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed.

The 2020 census data was received and it shows that the City of Lemoore is “population balanced”. This means that the current district boundaries will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s Fair Maps Act. Lemoore has the option to retain the exiting map without drawing and holding hearings on new alternative maps.

If Council would like to hold hearings on alternative maps, there are different options per the type of mapping tools provided.

Financial Consideration(s):

If Council decides to use the existing map, there is a significant financial savings.

Alternatives or Pros/Cons:

N/A.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff is seeking direction from Council on the redistricting process for the City of Lemoore.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other
 - List: Scope of Work
 - 2020 Census Data

Review:

- ☐ Asst. City Manager
- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

12/2/2021
12/2/2021
12/2/2021

<i>City of Lemoore - Current Plan</i>							
Category	Field	A	B	C	D	E	Total
2020 Census	Total Population	5,565	5,276	5,471	5,605	5,273	27,190
	Population Deviation	127	-162	33	167	-165	332
	Pct. Deviation	2.34%	-2.98%	0.61%	3.07%	-3.03%	6.11%
Total Pop.	Hispanic/Latino	46%	47%	49%	52%	46%	48%
	NH White	36%	30%	34%	26%	33%	32%
	NH Black	6%	6%	5%	7%	7%	6%
	NH Asian/Pac.Isl.	9%	13%	9%	12%	10%	11%
	NH Native Amer.	2%	2%	2%	2%	2%	2%
Citizen Voting Age Pop	Total	4,096	3,403	3,716	3,043	3,365	17,623
	Hisp	37%	30%	38%	47%	25%	35%
	NH White	49%	47%	47%	40%	50%	47%
	NH Black	7%	7%	5%	4%	13%	7%
	Asian/Pac.Isl.	7%	16%	10%	9%	11%	10%
	Native Amer.	0%	1%	1%	0%	2%	1%
Voter Registration (Nov 2020)	Total	2,598	2,559	2,700	2,185	2,386	12,428
	Latino est.	36%	40%	38%	46%	35%	39%
	Spanish-Surnamed	33%	38%	35%	42%	32%	36%
	Asian-Surnamed	2%	1%	2%	1%	1%	1%
	Filipino-Surnamed	2%	5%	3%	3%	3%	3%
	NH White est.	58%	53%	56%	48%	58%	55%
	NH Black	7%	3%	5%	7%	8%	6%
Voter Turnout (Nov 2020)	Total	1,933	1,941	1,910	1,434	1,740	8,958
	Latino est.	32%	37%	33%	41%	30%	34%
	Spanish-Surnamed	30%	35%	31%	38%	28%	32%
	Asian-Surnamed	2%	1%	2%	1%	1%	1%
	Filipino-Surnamed	2%	5%	3%	3%	3%	3%
	NH White est.	58%	53%	56%	48%	58%	55%
	NH Black	7%	3%	5%	7%	8%	6%
Voter Turnout (Nov 2018)	Total	1,383	1,301	1,315	836	1,151	5,986
	Latino est.	25%	34%	27%	40%	23%	29%
	Spanish-Surnamed	24%	32%	26%	38%	22%	28%
	Asian-Surnamed	2%	1%	2%	2%	1%	2%
	Filipino-Surnamed	2%	5%	3%	2%	2%	3%
	NH White est.	62%	56%	61%	49%	63%	59%
	NH Black est.	7%	3%	5%	5%	7%	6%
Age	age0-19	29%	31%	28%	31%	30%	30%
	age20-60	59%	61%	55%	57%	54%	57%
	age60plus	12%	8%	18%	13%	16%	13%
Immigration	immigrants	13%	12%	15%	18%	13%	14%
	naturalized	65%	65%	59%	54%	59%	60%
Language spoken at home	english	72%	78%	71%	65%	70%	71%
	spanish	22%	16%	23%	29%	24%	23%
	asian-lang	4%	6%	5%	5%	5%	5%
	other lang	1%	0%	0%	1%	1%	1%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	7%	11%	11%	8%	9%
Education (among those age 25+)	hs-grad	52%	51%	47%	59%	59%	53%
	bachelor	19%	22%	14%	11%	13%	16%
	graduatedegree	4%	6%	4%	3%	5%	4%
Child in Household	child-under18	44%	49%	38%	44%	42%	43%
Pct of Pop. Age 16+	employed	65%	72%	65%	68%	65%	67%
Household Income	income 0-25k	12%	4%	26%	31%	11%	17%
	income 25-50k	21%	25%	19%	26%	21%	22%
	income 50-75k	19%	17%	20%	17%	27%	20%
	income 75-200k	44%	44%	27%	27%	39%	36%
	income 200k-plus	4%	10%	7%	0%	2%	5%
Housing Stats	single family	79%	90%	74%	54%	72%	74%
	multi-family	21%	10%	26%	46%	28%	26%
	rented	43%	24%	55%	68%	42%	47%
	owned	57%	76%	45%	32%	58%	53%
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).							

NDC Standard Redistricting Scope of Work

- Project Setup and coordination:
 - Development of demographic database including Census Bureau and California Statewide Database data of total population, citizen voting age population, voter registration, voter turnout, and socio-economic data on language spoken at home, renters vs homeowners, age, education level, and other factors useful in identifying communities of interest;
 - Incorporation of any Geographic Information System (GIS) data that the jurisdiction wishes to include and provides (often including school locations; school attendance areas; important local landmarks; or local neighborhood boundaries);
 - Compile population data by election area and calculate population deviations of existing districts;
 - Initial telephonic discussion with about data, communities of interest, schedule, criteria and special concerns of the jurisdiction;
 - Assist jurisdiction with developing a communications plan for public outreach, including suggestions for webpage content and design, public feedback logistics, and strategies for engaging constituents;
 - Assist jurisdiction with developing a project plan, including a detailed timeline, goals and objectives, and specific deliverables list;
 - Provide progress reports on an as-needed basis as determined by the project manager and meet regularly with project team;
 - Any phone- or web-conference calls to discuss the project's progress or to answer any questions that may arise;
 - Provide education and guidance on required redistricting criteria, and advice on selecting optional redistricting criteria, for staff and elected officials;
- Plan Development:
 - Provide memo on population balance and any potential divisions of “protected class” population concentrations in the existing election areas map;
 - Creation of 2 to 4 initial draft maps;
 - Analysis and preparation for presentation of all whole or partial plans submitted by the public;
 - Conversion of all maps and reports to web-friendly versions;
 - Online posting of all maps to an interactive review website;
 - Create any requested additional and/or revised maps as requested;
- Plan implementation:
 - Provide spatial data in GIS-friendly format of any dataset used or created for this project to staff upon request;
 - Work with the County Registrar of Voters to implement the final adopted plan;
- Project Options
 - Number of virtual or in-person meetings (and resulting per-meeting fee);
 - Consultant-prepared and -managed project website;
 - Online mapping tool allowing residents to draw and submit maps;
 - Paper-based mapping tool allowing residents to draw and submit maps;



Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses):..... \$ 17,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 3,250
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,750

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries. Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website \$ 5,500

b) Public mapping tool options:

- Caliper-centered system including all elements below \$ 20,000
 - “Maptitude Online Redistricting” (MOR)
 - Tuft University’s “DistrictR” (a simple neighborhood mapping tool)
 - Public Participation Kit paper- and Excel-based mapping tool

c) DistrictR without MOR or ESRI \$ 5,000

d) Public Participation Kit mapping tool without MOR or ESRI..... \$ 4,000

e) Working with independent or advisory redistricting
commission no additional charge

f) Additional outreach assistance.....separately contracted



Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt)	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

Requested Payment terms:

NDC requests that the “Still Balanced” project fee be paid at the start of the project; that the difference between the “Still Balanced” fee and half of the “Basic Project Elements” be paid once the decision to update the district lines is made; and the balance of the project costs be paid at the conclusion of the project.

Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data and the requirements of California’s new “Fair Maps” law. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision.

Includes all the services listed below: \$ 5,500

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.

“Still Balanced” optional project elements and per-meeting expenses

Meeting attendance and optional project elements are not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings or forums at the same “per meeting” expenses, and optional project elements are provided at the same prices listed for a standard project in the previous section of this proposal.



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

To: Lemoore City Council

From: Marisa Avalos, City Clerk

Date: November 30, 2021

Meeting Date: December 7, 2021

Subject: Activity Update

Strategic Initiative:	<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
	<input type="checkbox"/> Fiscally Sound Government	<input type="checkbox"/> Operational Excellence
	<input type="checkbox"/> Community & Neighborhood Livability	<input checked="" type="checkbox"/> Not Applicable

Reports

➤ Warrant Register – FY 21/22

November 19, 2021

➤ Warrant Register – FY 21/22

November 24, 2021

Warrant Register 11-19-2021

PEI
DATE: 11/23/2021
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CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		1,039.67	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,039.67	.00	
TOTAL						.00	1,039.67	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/19/21	21		12409	5396 OFFICE DEPOT		57.84	.00	OFFICE SUPPLIES
TOTAL						.00	57.84	.00	
4320									
5 /22	11/19/21	21		12398	0297 LEMOORE CANAL &		322.00	.00	952/953 CITY/LAGUNA
TOTAL						.00	322.00	.00	
4980									
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		431.25	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		562.50	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		993.75	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		1,711.00	.00	PROFESSIONAL SERVICES
TOTAL						.00	3,698.50	.00	
TOTAL						.00	4,078.34	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/19/21	21		12409	5396 OFFICE DEPOT		5.51	.00	OFFICE SUPPLIES
TOTAL						.00	5.51	.00	
4310									
5 /22	11/19/21	21	10946	-01 12402	7148 LOOMIS		193.61	-193.61	ARMORED CAR SERVICES
TOTAL						.00	193.61	-193.61	
TOTAL						.00	199.12	-193.61	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
					LEGAL EXPENSE				
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		2,025.00	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		993.75	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	3,018.75	.00	
TOTAL					PLANNING	.00	3,018.75	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170									
5 /22	11/19/21	21		12410	T2404 OSCAR CORONADO		200.00	.00	REIMBURSEMENT BOOTS
TOTAL						.00	200.00	.00	
4220									
5 /22	11/19/21	21		12409	5396 OFFICE DEPOT		93.82	.00	OFFICE SUPPLIES
5 /22	11/19/21	21	10935 -02	12426	1547 VERITIV OPERATIN		143.82	-143.82	CHANGE ORDER 1- ADD FUNDS
5 /22	11/19/21	21	11086 -01	12405	5333 MEDALLION SUPPLY		1,056.95	-1,056.95	LIGHT BULBS AND SUPPLIES
TOTAL						.00	1,294.59	-1,200.77	
4310									
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		76.11	.00	UNIFORM/MATT/GLOVES
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		76.61	.00	UNIFORM/MATT/GLOVES
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		71.64	.00	UNIFORM/MATT/GLOVES
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		75.00	.00	MAT/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		75.24	.00	UNIFORM/MATT/GLOVES
TOTAL						.00	374.60	.00	
4340									
5 /22	11/19/21	21		12414	0363 PG&E		11,742.87	.00	09/30/21-10/28/21
TOTAL						.00	11,742.87	.00	
TOTAL					MAINTENANCE DIVISION	.00	13,612.06	-1,200.77	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/19/21	21		12379	2399 DEPARTMENT OF JU		72.00	.00	FINGERPRINTS
TOTAL						.00	72.00	.00	
4340									
5 /22	11/19/21	21		12381	6685 DIRECTV		95.99	.00	11/04/21-12/03/21
TOTAL						.00	95.99	.00	
4360									
5 /22	11/19/21	21		12377	6238 COLLEGE OF THE S		125.00	.00	DRUG & ALCOHOL INFLUE
TOTAL						.00	125.00	.00	
4380									
5 /22	11/19/21	21		12373	1817 C.A. REDING COMP		260.05	.00	10/02/21-11/01/21
TOTAL						.00	260.05	.00	
4980									
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		187.50	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		18.75	.00	PROFESSIONAL SERVICES
TOTAL						.00	206.25	.00	
TOTAL					POLICE	.00	759.29	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/19/21	21		12400	0313 LEMOORE VOLUNTEE		50.88	.00	BEST BUY TUES NIGHT T
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		90.03	.00	PRIME RIB
5 /22	11/19/21	21		12417	7220 PLAIN INSANE GRA		96.53	.00	UNIFORM HATS
TOTAL					OPERATING SUPPLIES	.00	237.44	.00	
4230					REPAIR/MAINT SUPPLIES				
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		135.07	.00	ANTIFRZ DEX-COOL
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		42.86	.00	DEF. FOR TRUCK'S
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		25.73	.00	HD BRASS TORCH HEAD
TOTAL					REPAIR/MAINT SUPPLIES	.00	203.66	.00	
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		44.98	.00	UNIFORM/MASK/MOP
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		44.98	.00	UNIFORM/MASK/MOP
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		91.76	.00	UNIFORM/MASK/MOP
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		111.09	.00	UNIFORM/MASK/MOP
TOTAL					PROFESSIONAL CONTRACT SVC	.00	292.81	.00	
4340					UTILITIES				
5 /22	11/19/21	21		12367	5048 AT&T MOBILITY		290.04	.00	11/03/21-12/02/21
TOTAL					UTILITIES	.00	290.04	.00	
TOTAL					FIRE	.00	1,023.95	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 8
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/19/21	21	11174	-01 12371	7289 BPR CONSULTING G		5,075.00	-5,075.00	INVOICE 8 10/01/2021
TOTAL						.00	5,075.00	-5,075.00	
TOTAL						.00	5,075.00	-5,075.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 9
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4980									
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		56.25	.00	PROFESSIONAL SERVICES
TOTAL						.00	56.25	.00	
TOTAL						.00	56.25	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 10
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/19/21	21		12382	5866 FASTENAL COMPANY		11.26	.00	U SPRINGNUT
5 /22	11/19/21	21	11128	-01 12395	2735 KRC SAFETY COMPA		678.13	-678.13	NO PARKING SIGNS
TOTAL					OPERATING SUPPLIES	.00	689.39	-678.13	
4340					UTILITIES				
5 /22	11/19/21	21		12416	0363 PG&E		34.87	.00	09/30/21-10/28/21
5 /22	11/19/21	21		12413	0363 PG&E		18.38	.00	09/30/21-10/28/21
TOTAL					UTILITIES	.00	53.25	.00	
4350					REPAIR/MAINT SERVICES				
5 /22	11/19/21	21	10934	-01 12419	0388 REED ELECTRIC, L		260.00	-260.00	MISC. LIGHT REPAIRS
TOTAL					REPAIR/MAINT SERVICES	.00	260.00	-260.00	
TOTAL					STREETS	.00	1,002.64	-938.13	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 11
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/19/21	21 11125	-01 12388	5199 INNOVATIVE PLAYG		1,613.15	-1,613.15	REPLACE TUBE SLIDE AT VET
TOTAL						.00	1,613.15	-1,613.15	
4310									
	5 /22	11/19/21	21 11012	-01 12376	6459 CLEAN CUT LANDSC		14,980.10	-14,980.10	YEARLY PARKS MAINTENANCE
TOTAL						.00	14,980.10	-14,980.10	
4340									
	5 /22	11/19/21	21	12415	0363 PG&E		3,178.56	.00	09/30/21-10/28/21
TOTAL						.00	3,178.56	.00	
TOTAL						.00	19,771.81	-16,593.25	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 12
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
5 /22	11/19/21	21		12378	4056 COMCAST		2,088.17	.00	11/01/21-11/30/21
TOTAL						.00	2,088.17	.00	
TOTAL						.00	2,088.17	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 13
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/19/21	21	10895	-01 12370	2836 THE BODY SHOP HE		200.00	-200.00	MONTHLY MEMBERSHIPS FOR E
5 /22	11/19/21	21		12379	2399 DEPARTMENT OF JU		90.00	.00	FED LVL VOLTEER-BILLE
5 /22	11/19/21	21	11161	-01 12392	6543 KINGS INDUSTRIAL		543.44	-543.44	HR REQUIRED TESTING
5 /22	11/19/21	21	10964	-01 12421	0809 TAG-AMS, INC.		40.00	-40.00	EMPLOYEE RANDOM DRUG TEST
TOTAL					PROFESSIONAL CONTRACT SVC	.00	873.44	-783.44	
4980					LEGAL EXPENSE				
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		468.75	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		4,281.54	.00	PROFESSIONAL SERVICES
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		37.50	.00	PROFESSIONAL SERVICES
TOTAL					LEGAL EXPENSE	.00	4,787.79	.00	
TOTAL					HUMAN RESOURCES	.00	5,661.23	-783.44	
TOTAL					GENERAL FUND	.00	57,386.28	-24,784.20	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 14
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 020 - TRAFFIC SAFETY
BUDGET UNIT - 4223 - PD TRAFFIC SAFETY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
									OPERATING SUPPLIES
5 /22	11/19/21	21	11109	-02 12407	6496 MOTOROLA SOLUTIO		866.25	-866.25	ACCESSORIES, PORTABLE RAD
5 /22	11/19/21	21	11109	-03 12407	6496 MOTOROLA SOLUTIO		627.00	-627.00	CHARGER, PORTABLE RADIO
5 /22	11/19/21	21	11109	-05 12407	6496 MOTOROLA SOLUTIO		108.26	-16.86	SALES TAX
TOTAL						.00	1,601.51	-1,510.11	
									OPERATING SUPPLIES
TOTAL						.00	1,601.51	-1,510.11	
									PD TRAFFIC SAFETY
TOTAL						.00	1,601.51	-1,510.11	
									TRAFFIC SAFETY

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 036 - SB1 FUND
BUDGET UNIT - 5018 - 2020 SLURRY SB1 PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
5 /22	11/19/21	21	11177	-01 12369	6733 BLACKBURN CONSUL		6,653.40	-6,653.40	PROFESSIONAL SERIVCES
TOTAL						.00	6,653.40	-6,653.40	
TOTAL					2020 SLURRY SB1 PROJECT	.00	6,653.40	-6,653.40	
TOTAL					SB1 FUND	.00	6,653.40	-6,653.40	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220				OPERATING SUPPLIES				
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		38.57	.00	COLD SHRINK TAPE 1
5 /22 11/19/21 21			12383	6751 FURTADO WELDING		55.62	.00	RESPIRATOR MASK
5 /22 11/19/21 21			12408	6120 O'REILLY AUTO PA		-5.24	.00	SEPTEMBER
5 /22 11/19/21 21	10911	-02	12384	0068 GARY V. BURROWS,		12,789.90	-12,789.90	FUEL
5 /22 11/19/21 21			12391	2990 KIMBALL-MIDWEST		311.10	.00	CABLE TIE/FUSE
5 /22 11/19/21 21			12390	5784 KINGS COUNTY ENV		314.52	.00	2000 STATE SURCHARGE
TOTAL				OPERATING SUPPLIES	.00	13,504.47	-12,789.90	
4230				REPAIR/MAINT SUPPLIES				
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		448.70	.00	HYDRAULIC HOSE
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		171.58	.00	WHITE LED BUS LIGHT
5 /22 11/19/21 21			12386	5181 HAAKER EQUIPMENT		260.16	.00	TENSIONER, BELT
5 /22 11/19/21 21			12386	5181 HAAKER EQUIPMENT		220.41	.00	FILL HOSE
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		257.37	.00	HYDRAULIC HOSE
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		13.93	.00	SHIFT LINKAGE BSHING
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		35.86	.00	HYDRAULIC HOSE
5 /22 11/19/21 21			12408	6120 O'REILLY AUTO PA		62.63	.00	ULTRA STAT
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		48.35	.00	HIGH VELOCITY DUAL-FL
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		48.35	.00	OIL FILTER
5 /22 11/19/21 21			12397	0314 LEMOORE AUTO SUP		48.74	.00	8G-8FJX
TOTAL				REPAIR/MAINT SUPPLIES	.00	1,616.08	.00	
4310				PROFESSIONAL CONTRACT SVC				
5 /22 11/19/21 21			12366	2653 ARAMARK UNIFORM		50.38	.00	UNIFORM/MOP/GLOVES
5 /22 11/19/21 21			12366	2653 ARAMARK UNIFORM		50.38	.00	UNIFORM/MOP/GLOVES
5 /22 11/19/21 21			12366	2653 ARAMARK UNIFORM		50.38	.00	UNIFORM/MOP/GLOVES
5 /22 11/19/21 21			12366	2653 ARAMARK UNIFORM		50.38	.00	UNIFORM/MOP/GLOVES
TOTAL				PROFESSIONAL CONTRACT SVC	.00	201.52	.00	
4350				REPAIR/MAINT SERVICES				
5 /22 11/19/21 21			12389	3088 JONES TOWING, IN		200.00	.00	TOWING
5 /22 11/19/21 21			12389	3088 JONES TOWING, IN		75.00	.00	TOWING
5 /22 11/19/21 21			12389	3088 JONES TOWING, IN		75.00	.00	TOWING
5 /22 11/19/21 21			12374	1714 CENTURY TRANSMIS		330.74	.00	DIAGONSTIC
5 /22 11/19/21 21	10910	-01	12368	0056 BILLINGSLEY TIRE		25.00	-25.00	TIRE REPAIR
5 /22 11/19/21 21	10910	-01	12368	0056 BILLINGSLEY TIRE		25.00	-25.00	TIRE REPAIR
TOTAL				REPAIR/MAINT SERVICES	.00	730.74	-50.00	
TOTAL				FLEET MAINTENANCE	.00	16,052.81	-12,839.90	
TOTAL				FLEET MAINTENANCE	.00	16,052.81	-12,839.90	

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CITY OF LEMOORE
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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220	OPERATING SUPPLIES								
5 /22	11/19/21	21		12382	5866 FASTENAL COMPANY		73.95	.00	HAND RIVET TOOL
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		71.83	.00	GLOVES
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		29.48	.00	SOCKET HOLDER
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		28.90	.00	NUISANCE MASK
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		28.90	.00	NUISANCE MASK
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		23.57	.00	MENS HIPER GLOVE
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		11.79	.00	7/8 X 5FT MLDING TPE
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		.16	.00	NUTS & BOLTS
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		-6.45	.00	FOLDING PURNING SAW
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		10.68	.00	CARP PENCIL SHARPENER
5 /22	11/19/21	21	11165 -01	12385	0521 GRAINGER		1,157.38	-1,157.38	PUMP, MAG DRIVE 1/2HP, 11
5 /22	11/19/21	21	11165 -02	12385	0521 GRAINGER		83.91	-83.91	EST SALES TAX
TOTAL	OPERATING SUPPLIES					.00	1,514.10	-1,241.29	
4220CH	CHLORINE OPERATING SUPPLY								
5 /22	11/19/21	21	10972 -02	12424	6058 UNIVAR		794.25	-794.25	CHANGE ORDER 1 - INCREASE
5 /22	11/19/21	21	10972 -02	12424	6058 UNIVAR		1,295.58	-1,295.58	CHANGE ORDER 1 - INCREASE
5 /22	11/19/21	21	10972 -02	12424	6058 UNIVAR		1,439.58	-1,439.58	CHANGE ORDER 1 - INCREASE
TOTAL	CHLORINE OPERATING SUPPLY					.00	3,529.41	-3,529.41	
4230	REPAIR/MAINT SUPPLIES								
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		11.79	.00	COMP ORGANIZER
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		23.91	.00	MICROFIBER TOWEL
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		21.66	.00	AIR FILTER
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		21.66	.00	WIX AIR FILTER
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		22.51	.00	MPT STRAIGHT BIBB
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		13.37	.00	GORILLA TAPE
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		26.80	.00	MAT KNEE PAD
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		30.01	.00	TRIM LINE
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		40.19	.00	LILTREE COCONUT
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		40.20	.00	FOLG PRUNING SAW
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		47.17	.00	TIEDOWN 14 1000
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		68.59	.00	TRAILER BALL
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		58.70	.00	CONCRETE MIX
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		71.01	.00	ADHESIVE SEALANT CLR
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		34.30	.00	GLOVE-LEATHER DRIVER
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		58.26	.00	CONCRETE MIX
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		71.85	.00	2 TON POWER PULL
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		104.16	.00	TURNBUCKLE
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		125.97	.00	ROYAL BLU BUCKET
5 /22	11/19/21	21		12420	0428 STONEY'S SAND &		433.06	.00	DECOMPOSED GRANITE
TOTAL	REPAIR/MAINT SUPPLIES					.00	1,325.17	.00	
4310	PROFESSIONAL CONTRACT SVC								
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		154.08	.00	UNIFORM/MASK/GLOVES
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		172.37	.00	UNIFORM/MASK/GLOVES

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FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC (cont'd)				
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		58.45	.00	UNIFORM/MASK/GLOVES
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		58.45	.00	UNIFORM/MASK/GLOVES
5 /22	11/19/21	21		12401	0020 LINDE GAS & EQUI		42.88	.00	CYLINDER
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		118.00	-118.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		128.00	-128.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		128.00	-128.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		128.00	-128.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		128.00	-128.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		128.00	-128.00	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		168.50	-168.50	WATER LABS-SAMPLE TESTING
5 /22	11/19/21	21	10969	-01 12372	1397 BSK ANALYTICAL L		236.00	-236.00	WATER LABS-SAMPLE TESTING
TOTAL					PROFESSIONAL CONTRACT SVC	.00	2,238.73	-1,752.50	
4380					RENTALS & LEASES				
5 /22	11/19/21	21	10971	-03 12404	7175 MATHESON TRI-GAS		1,045.00	-1,045.00	STA7 - LIQUID OXYGEN TANK
5 /22	11/19/21	21	10971	-04 12404	7175 MATHESON TRI-GAS		1,045.00	-1,045.00	STA11 - LIQUID OXYGEN TAN
5 /22	11/19/21	21		12363	2914 AAA QUALITY SERV		53.78	.00	POTTY RENTAL
5 /22	11/19/21	21		12363	2914 AAA QUALITY SERV		69.28	.00	POTTY RENTAL
TOTAL					RENTALS & LEASES	.00	2,213.06	-2,090.00	
TOTAL					WATER	.00	10,820.47	-8,613.20	

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ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/19/21	21		12409	5396 OFFICE DEPOT		5.51	.00	OFFICE SUPPLIES
TOTAL						.00	5.51	.00	
4310									
5 /22	11/19/21	21 11015	-01	12387	5546 INFOSEND		1,453.65	-1,453.65	UTILITY BILLING STATEMENT
TOTAL						.00	1,453.65	-1,453.65	
4335									
5 /22	11/19/21	21 11015	-02	12387	5546 INFOSEND		3,009.90	-3,009.90	UTILITY BILLING STATEMENT
TOTAL						.00	3,009.90	-3,009.90	
TOTAL					UTILITY OFFICE	.00	4,469.06	-4,463.55	
TOTAL					WATER	.00	15,289.53	-13,076.75	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/19/21	21	11062	-01 12364	6748 ADEGE WATER TEC		6,632.75	-6,632.75	DEGASSING PILOT PHASE II
5 /22	11/19/21	21	11062	-02 12364	6748 ADEGE WATER TEC		3,324.75	-3,324.75	CHANGE ORDER 1 - ADD FUND
TOTAL						.00	9,957.50	-9,957.50	
4980									
5 /22	11/19/21	21		12403	5609 LOZANO SMITH, LL		1,295.35	.00	PROFESSIONAL SERVICES
TOTAL						.00	1,295.35	.00	
TOTAL						.00	11,252.85	-9,957.50	
TOTAL						.00	11,252.85	-9,957.50	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/19/21	21	10913	-01 12393	0234 KINGS WASTE AND		77,120.18	-77,120.18	TIPPING FEE'S
5 /22	11/19/21	21		12394	0234 KINGS WASTE AND		275.00	.00	STARBUCKS COMM RECYC
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		93.59	.00	UNIFORM/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		85.35	.00	UNIFORM/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		75.35	.00	UNIFORM/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		70.85	.00	UNIFORM/MASK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	77,720.32	-77,120.18	
TOTAL					REFUSE	.00	77,720.32	-77,120.18	
TOTAL					REFUSE	.00	77,720.32	-77,120.18	

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ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4170									
5 /22	11/19/21	21		12380	T3206 JEREMY DILLON		160.86	.00	REIMBURSEMENT BOOTS
TOTAL						.00	160.86	.00	
4220									
5 /22	11/19/21	21		12423	6049 UNISAFE, INC.		364.41	.00	GLOVES
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		52.09	.00	HAND CLEANER
5 /22	11/19/21	21		12382	5866 FASTENAL COMPANY		48.99	.00	BLEACH/PAIL
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		-1.07	.00	BRS CMP UNION
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		12.40	.00	GASKET MATERIAL
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		12.62	.00	HEX IMP 3/8DR 1/4
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		16.03	.00	LINE-UP PUNCH
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		17.12	.00	2-CYCLE 50 1 OIL
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		28.02	.00	TAP WRENCH
5 /22	11/19/21	21		12397	0314 LEMOORE AUTO SUP		18.93	.00	NUT 7/8
5 /22	11/19/21	21		12399	0304 LEMOORE HARDWARE		20.77	.00	EXTREME LIQ NAILS
TOTAL						.00	590.31	.00	
4230									
5 /22	11/19/21	21		12385	0521 GRAINGER		18.29	.00	FRNT AUX CONTACT
5 /22	11/19/21	21		12385	0521 GRAINGER		350.01	.00	RESISTOR FOR START CA
5 /22	11/19/21	21	11134 -01	12422	2799 TELSTAR INSTRUME		8,293.00	-8,293.00	OPTION #1- TELSTAR WILL S
TOTAL						.00	8,661.30	-8,293.00	
4310									
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		376.63	.00	UNIFORM/MASK
5 /22	11/19/21	21	10939 -01	12406	6245 MOORE TWINING AS		100.00	-100.00	ANALYTICAL TESTING WWTP S
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		88.06	.00	UNIFORM/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		29.03	.00	UNIFORM/MASK
5 /22	11/19/21	21		12366	2653 ARAMARK UNIFORM		33.96	.00	UNIFORM/MASK
TOTAL						.00	627.68	-100.00	
TOTAL						.00	10,040.15	-8,393.00	
TOTAL						.00	10,040.15	-8,393.00	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 085 - PBIA
BUDGET UNIT - 4270 - PBIA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
	5 /22	11/19/21	21	12425	7060 JUAN URBIETA		120.00	.00	BUILDING ATTENDENT
	5 /22	11/19/21	21	12411	5563 RUSTY DEROUIN		300.00	.00	OCTOBER SERVICES
TOTAL						.00	420.00	.00	
4340									
	5 /22	11/19/21	21	12375	2320 CITY OF LEMOORE		67.00	.00	09/01/21-10/06/21
	5 /22	11/19/21	20	12375	2320 CITY OF LEMOORE		-67.00	.00	09/01/21-10/06/21
TOTAL						.00	.00	.00	
TOTAL						.00	420.00	.00	
TOTAL						.00	420.00	.00	

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DATE: 11/23/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 24
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='vm111921'
ACCOUNTING PERIOD: 5/22

FUND - 405 - WATER CIP
BUDGET UNIT - 5202 - TTHM PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/19/21	21	11178	-01 12387	5546 INFOSEND		786.04	-786.04	2ND TTHM QUARTERLY
TOTAL						.00	786.04	-786.04	
TOTAL						.00	786.04	-786.04	
TOTAL						.00	786.04	-786.04	
TOTAL						.00	197,202.89	-155,121.08	

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CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '1011' and '2011'AND transact.yr='22' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
1550							
5 /22	11/19/21	21	12418	7165 QUADIENT FINANCE USA	2,000.00		POSTAGE
TOTAL					2,000.00	.00	
TOTAL				GENERAL FUND	2,000.00	.00	
TOTAL REPORT					2,000.00	.00	

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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.account between '3000' and '3999' and transact.batch='VM111921'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3878	CASH OVER/SHORT								
5 /22	11/19/21	210		12412	T3207 PENGUIN HOME SOLU		-6.00		REIMBURSEMENT SOLAR P
TOTAL	CASH OVER/SHORT					.00	-6.00	.00	
TOTAL	GENERAL FUND					.00	-6.00	.00	
TOTAL	GENERAL FUND					.00	-6.00	.00	
TOTAL	REPORT					.00	-6.00	.00	

Warrant Register 11-24-2021

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CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.13	.00	MARY FRENCH
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.13	.00	ALLEN GOODMAN
TOTAL						.00	56.26	.00	
4310									
5 /22	11/23/21	21 10977	-01	12465	2849 KINGS COUNTY ECO		1,666.67	-1,666.67	MONTHLY CONTRIBUTIONS
TOTAL						.00	1,666.67	-1,666.67	
TOTAL						.00	1,722.93	-1,666.67	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11048	-01 12477	6316 PRICE PAIGE & CO		10,000.00	-10,000.00	ASSISTANCE WITH IMPLEMENT
5 /22	11/23/21	21	11160	-01 12477	6316 PRICE PAIGE & CO		22,358.00	-22,358.00	CONSULTING SERVICES
5 /22	11/23/21	21	11162	-01 12484	7278 TYLER TECHNOLOGI		8,320.00	-8,320.00	APPLICATION SERVICES/FEES
TOTAL					PROFESSIONAL CONTRACT SVC	.00	40,678.00	-40,678.00	
TOTAL					FINANCE	.00	40,678.00	-40,678.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4216 - PLANNING

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	10966	-01 12478	0876 QUAD KNOPF, INC.		2,960.19	-2,960.19	LACEY RANCH EIR REVIEW &
5 /22	11/23/21	21	10951	-01 12478	0876 QUAD KNOPF, INC.		125.37	-125.37	TECHNICAL PLANNING, STUDI
5 /22	11/23/21	21	10951	-01 12478	0876 QUAD KNOPF, INC.		6,305.31	-6,305.31	TECHNICAL PLANNING, STUDI
TOTAL					PROFESSIONAL CONTRACT SVC	.00	9,390.87	-9,390.87	
TOTAL					PLANNING	.00	9,390.87	-9,390.87	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/23/21	21		12471	5333 MEDALLION SUPPLY		286.90	.00	BATTERIES AA/AAA
TOTAL						.00	286.90	.00	
4310									
5 /22	11/23/21	21		12439	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-721 CINN
5 /22	11/23/21	21		12439	1259 ADVANCED PEST CO		50.00	.00	PEST CONTROL-19TH & C
5 /22	11/23/21	21		12479	5287 RES COM PEST CON		38.00	.00	PEST CONTROL-411 W D
TOTAL						.00	138.00	.00	
TOTAL						.00	424.90	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140					HEALTH INSURANCE				
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.13	.00	PATRICK MUNDY
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.13	.00	CHARLES STULL
TOTAL					HEALTH INSURANCE	.00	56.26	.00	
4220					OPERATING SUPPLIES				
5 /22	11/23/21	21		12442	3010 THE ANIMAL HOUSE		62.15	.00	NULOTRIM 24 LB
TOTAL					OPERATING SUPPLIES	.00	62.15	.00	
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/23/21	21		12467	5035 LEMOORE ANIMAL C		40.00	.00	OFFICE VISIT
5 /22	11/23/21	21	11181	-01 12453	2399 DEPARTMENT OF JU		1,028.00	-1,028.00	DOJ FINGERPRINTS-OCTOBER
5 /22	11/23/21	21	11182	-01 12444	6864 AXON ENTERPRISE,		480.00	-480.00	10 GB EVIDENCE.COM STORAG
5 /22	11/23/21	21	11182	-02 12444	6864 AXON ENTERPRISE,		1,344.00	-1,344.00	TECH ASSURANCE PLAN DOCK
5 /22	11/23/21	21	11182	-03 12444	6864 AXON ENTERPRISE,		6,480.00	-6,480.00	TECH ASSURANCE BODYCAM
5 /22	11/23/21	21	11182	-04 12444	6864 AXON ENTERPRISE,		567.24	-567.24	TAX
5 /22	11/23/21	21	11040	-01 12466	0772 COUNTY OF KINGS		3,685.00	-3,685.00	COUNTY OF KINGS INFORMATI
TOTAL					PROFESSIONAL CONTRACT SVC	.00	13,624.24	-13,584.24	
4360					TRAINING				
5 /22	11/23/21	21		12470	T2240 STEVEN MCPHERSON		42.00	.00	PERISHABLE SKILLS
5 /22	11/23/21	21		12462	7092 KATARINA ESCOBAR		42.00	.00	PERISHABLE SKILLS
5 /22	11/23/21	21		12458	7177 BRANDON GRESHAM		42.00	.00	PERISHABLE SKILLS
5 /22	11/23/21	21		12480	T061 STEVEN ROSSI		42.00	.00	PERISHABLE SKILLS
5 /22	11/23/21	21		12451	6238 COLLEGE OF THE S		90.00	.00	CPR/FIRST AID/AED UPD
5 /22	11/23/21	21		12463	T2575 KAYLA KRUG		112.00	.00	STANDARD FIELD SOBRIE
TOTAL					TRAINING	.00	370.00	.00	
4380					RENTALS & LEASES				
5 /22	11/23/21	21	10959	-01 12487	5842 U.S. BANK EQUIPM		719.91	-719.91	11/05/21-12/05/21
TOTAL					RENTALS & LEASES	.00	719.91	-719.91	
TOTAL					POLICE	.00	14,832.56	-14,304.15	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/23/21	21	12449	2161 CASCADE FIRE		428.93	.00	HOSE, NITRILE 5"X15'
	5 /22	11/23/21	21	12469	0313 LEMOORE VOLUNTEE		446.20	.00	RESTOCK/ TUESDAY NIGH
	5 /22	11/23/21	21	12469	0313 LEMOORE VOLUNTEE		1,330.47	.00	SMART N FINAL-TUES NI
TOTAL						.00	2,205.60	.00	
4340									
	5 /22	11/23/21	21	12452	7058 COMCAST		57.59	.00	11/13/21-12/12/21
TOTAL						.00	57.59	.00	
4350									
	5 /22	11/23/21	21	12450	5725 CENTRAL VALLEY R		296.83	.00	PM SERVICE ICE MACHIN
TOTAL						.00	296.83	.00	
TOTAL						.00	2,560.02	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.12	.00	RONALD HENSON
TOTAL						.00	28.12	.00	
TOTAL						.00	28.12	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		107.28	-107.28	GENERAL ENGINEERING FY 20
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		286.56	-286.56	GENERAL ENGINEERING FY 20
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		682.02	-682.02	GENERAL ENGINEERING FY 20
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		1,141.65	-1,141.65	GENERAL ENGINEERING FY 20
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		1,183.50	-1,183.50	GENERAL ENGINEERING FY 20
5 /22	11/23/21	21	11042	-01 12478	0876 QUAD KNOPF, INC.		5,308.56	-5,308.56	GENERAL ENGINEERING FY 20
TOTAL					PROFESSIONAL CONTRACT SVC	.00	8,709.57	-8,709.57	
TOTAL					PUBLIC WORKS	.00	8,709.57	-8,709.57	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
5 /22	11/23/21	21	11073	-02 12441	7073 ALAMEDA ELECTRIC		1,857.07	-1,857.07	STREET LIGHTS AND POLES
TOTAL						.00	1,857.07	-1,857.07	
TOTAL					STREETS	.00	1,857.07	-1,857.07	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4241 - PARKS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
5 /22	11/23/21	21	11000	-01 12476	7220 PLAIN INSANE GRA		579.15	-579.15	REPLACE DISC GOLF SIGNS A
TOTAL						.00	579.15	-579.15	
TOTAL					PARKS	.00	579.15	-579.15	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.12	.00	THOMAS HERNANDEZ
TOTAL						.00	28.12	.00	
TOTAL						.00	28.12	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4296 - INFORMATION TECHNOLOGY

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340									
	11/23/21	21		12443	5516 AT&T		25.55	.00	939-103-4003
TOTAL						.00	25.55	.00	
TOTAL						.00	25.55	.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11180	-01 12474	7227 NATION AND BADIL		3,037.64	-3,037.64	ADMIN INVESTIGATION
TOTAL						.00	3,037.64	-3,037.64	
TOTAL						.00	3,037.64	-3,037.64	
TOTAL						.00	83,874.50	-80,223.12	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='vm112421'
ACCOUNTING PERIOD: 5/22

FUND - 033 - LOCAL TRANSPORTATION FUND
BUDGET UNIT - 5015 - VINE STREET PEDESTRIAN PA

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11101	-01 12478	0876 QUAD KNOPF, INC.		2,310.00	-2,310.00	ENGINEER SERVICES VINE ST
TOTAL						.00	2,310.00	-2,310.00	
TOTAL						.00	2,310.00	-2,310.00	
TOTAL						.00	2,310.00	-2,310.00	

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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 036 - SB1 FUND
BUDGET UNIT - 5018 - 2020 SLURRY SB1 PROJECT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11047	-01 12478	0876 QUAD KNOPF, INC.		9,828.00	-9,828.00	SB 1 PROJECT
TOTAL						.00	9,828.00	-9,828.00	
4317									
5 /22	11/23/21	21	11177	-01 12446	6733 BLACKBURN CONSUL		5,190.00	-5,190.00	PROFESSIONAL SERIVCES
TOTAL						.00	5,190.00	-5,190.00	
TOTAL						.00	15,018.00	-15,018.00	
TOTAL						.00	15,018.00	-15,018.00	

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CITY OF LEMOORE
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AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 040 - FLEET MAINTENANCE
BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
5 /22	11/23/21	21		12456	6751 FURTADO WELDING		34.90	.00	OXYGEN CYLINDER
5 /22	11/23/21	21	10909	-02 12468	0306 LEMOORE HIGH SCH		3,925.88	-3,925.88	OCT CNG FUEL
5 /22	11/23/21	21	10911	-02 12457	0068 GARY V. BURROWS,		1,254.57	-1,254.57	FUEL
5 /22	11/23/21	21	10911	-02 12457	0068 GARY V. BURROWS,		14,836.86	-14,836.86	FUEL
TOTAL					OPERATING SUPPLIES	.00	20,052.21	-20,017.31	
4230					REPAIR/MAINT SUPPLIES				
5 /22	11/23/21	21		12445	1908 BATTERY SYSTEMS,		302.10	.00	BATTERY
5 /22	11/23/21	21		12448	6411 BRIDGEPORT MANUF		160.83	.00	PROX SWITCH REMOVABLE
5 /22	11/23/21	21		12473	7236 N & S TRACTOR		212.94	.00	FILTERS
5 /22	11/23/21	21		12457	0068 GARY V. BURROWS,		240.67	.00	DRUM-DEF
5 /22	11/23/21	21		12488	0458 KELLER FORD LINC		89.51	.00	BRACKET ENGINE FR
5 /22	11/23/21	21		12475	6120 O'REILLY AUTO PA		93.77	.00	1QT MOTOR OIL
5 /22	11/23/21	21		12445	1908 BATTERY SYSTEMS,		138.70	.00	BATTERY
5 /22	11/23/21	21		12473	7236 N & S TRACTOR		80.08	.00	BEARING
5 /22	11/23/21	21		12473	7236 N & S TRACTOR		38.89	.00	FILTER
5 /22	11/23/21	21	11183	-01 12459	5181 HAAKER EQUIPMENT		750.62	-750.62	REPAIRS ON SWEEPER #11
5 /22	11/23/21	21	11184	-01 12475	6120 O'REILLY AUTO PA		583.77	-583.77	REPAIRS FOR UNIT #P46
5 /22	11/23/21	21		12464	2671 KELLER MOTORS		105.37	.00	SL-N-SENSOR
TOTAL					REPAIR/MAINT SUPPLIES	.00	2,797.25	-1,334.39	
4350					REPAIR/MAINT SERVICES				
5 /22	11/23/21	21	11175	-01 12476	7220 PLAIN INSANE GRA		2,065.15	-2,065.15	REMOVAL OF P.D. STICKERS
5 /22	11/23/21	21		12460	6715 INTERSTATE BILLI		170.00	.00	RIGHT SIDE CAB LOCK L
TOTAL					REPAIR/MAINT SERVICES	.00	2,235.15	-2,065.15	
TOTAL					FLEET MAINTENANCE	.00	25,084.61	-23,416.85	
TOTAL					FLEET MAINTENANCE	.00	25,084.61	-23,416.85	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 050 - WATER
BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.12	.00	MARY ESPINOZA
TOTAL						.00	28.12	.00	
4220CH									
5 /22	11/23/21	21	10972	-02 12486	6058 UNIVAR		1,174.12	-1,174.12	CHANGE ORDER 1 - INCREASE
5 /22	11/23/21	21	10972	-02 12486	6058 UNIVAR		1,290.67	-1,290.67	CHANGE ORDER 1 - INCREASE
5 /22	11/23/21	21	10972	-02 12486	6058 UNIVAR		1,489.23	-1,489.23	CHANGE ORDER 1 - INCREASE
TOTAL						.00	3,954.02	-3,954.02	
4310									
5 /22	11/23/21	21	11045	-01 12478	0876 QUAD KNOPF, INC.		810.00	-810.00	DIF WATER PORTION
TOTAL						.00	810.00	-810.00	
4340									
5 /22	11/23/21	21		12489	0116 VERIZON WIRELESS		50.01	.00	10/05/21-11/04/21
TOTAL						.00	50.01	.00	
4380									
5 /22	11/23/21	21	11179	-01 12485	1664 UNITED RENTALS		632.00	-632.00	SKID STEER TRACK LOADER
5 /22	11/23/21	21	11179	-02 12485	1664 UNITED RENTALS		334.00	-334.00	SKID STEER BRUSH MOWER AT
5 /22	11/23/21	21	11179	-03 12485	1664 UNITED RENTALS		7.25	-7.25	CA PERSONAL PROP TAX REIM
5 /22	11/23/21	21	11179	-04 12485	1664 UNITED RENTALS		144.15	-144.15	DIESEL FUEL
5 /22	11/23/21	21	11179	-05 12485	1664 UNITED RENTALS		254.30	-254.30	DELIVERY CHARGE
5 /22	11/23/21	21	11179	-06 12485	1664 UNITED RENTALS		254.30	-254.30	PICKUP CHARGE
5 /22	11/23/21	21	11179	-07 12485	1664 UNITED RENTALS		107.75	-107.75	SALES TAX
TOTAL						.00	1,733.75	-1,733.75	
TOTAL						.00	6,575.90	-6,497.77	
TOTAL						.00	6,575.90	-6,497.77	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 052 - WATER INCIDENT FUND
BUDGET UNIT - 4752 - WATER INCIDENT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11115	-01 12446	6733 BLACKBURN CONSUL		1,452.75	-1,452.75	GEOTECHNICAL STUDY- S. TA
5 /22	11/23/21	21	11157	-01 12478	0876 QUAD KNOFF, INC.		3,240.45	-3,240.45	PROJECT MANAGEMENT TANK 7
TOTAL						.00	4,693.20	-4,693.20	
4317									
5 /22	11/23/21	21	11056	-01 12483	7039 SPIESS CONSTRUCT		66,405.00	-66,405.00	EMERGENCY TANK REBUILD
5 /22	11/23/21	21	11056	-01 12483	7039 SPIESS CONSTRUCT		355,917.50	-355,917.50	EMERGENCY TANK REBUILD
TOTAL						.00	422,322.50	-422,322.50	
TOTAL						.00	427,015.70	-427,015.70	
TOTAL						.00	427,015.70	-427,015.70	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4140									
5 /22	11/23/21	21		12472	6868 MIDAMERICA ADMIN		28.12	.00	DAN GARCIA
TOTAL						.00	28.12	.00	
4230									
5 /22	11/23/21	21		12456	6751 FURTADO WELDING		360.90	.00	GLOVE STICK 320 LARGE
TOTAL						.00	360.90	.00	
4840									
5 /22	11/23/21	21 11189	-01	12454	6052 E.M. THARP, INC.		278,968.87	-278,968.87	ASSET #2554 REFUSE TRUCK
TOTAL						.00	278,968.87	-278,968.87	
TOTAL						.00	279,357.89	-278,968.87	
TOTAL						.00	279,357.89	-278,968.87	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									
	5 /22	11/23/21	21	12455	5866 FASTENAL COMPANY		86.73	.00	UNSUPNITRILE
TOTAL						.00	86.73	.00	
4230									
	5 /22	11/23/21	21	12471	5333 MEDALLION SUPPLY		41.68	.00	6X6 BACK PANEL
	5 /22	11/23/21	21	12471	5333 MEDALLION SUPPLY		159.93	.00	TERMINAL BLK 600V
	5 /22	11/23/21	21	12447	5140 BOGIE'S PUMP SYS		494.31	.00	PUMP DUTY AVOCADO
TOTAL						.00	695.92	.00	
4310									
	5 /22	11/23/21	21	11045 -02 12478	0876 QUAD KNOFF, INC.		1,620.00	-1,620.00	DIF WW AND STORM DRAIN PO
TOTAL						.00	1,620.00	-1,620.00	
4360									
	5 /22	11/23/21	21	12440	7103 DYLAN AGUIAR		120.00	.00	REIMBURSE STATE WASTE
TOTAL						.00	120.00	.00	
TOTAL					SEWER	.00	2,522.65	-1,620.00	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5303 - THOMAS LIFT STATION

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11094	-01 12478	0876 QUAD KNOPF, INC.		592.00	-592.00	THOMAS LIFT STATION ENGIN
TOTAL						.00	592.00	-592.00	
TOTAL						.00	592.00	-592.00	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 060 - SEWER& STORM WTR DRAINAGE
BUDGET UNIT - 5502 - STORM DRAIN BELLHAVEN/COL

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11072	-01 12478	0876 QUAD KNOPF, INC.		4,053.50	-4,053.50	FOX DITCH ENGINEERING
TOTAL						.00	4,053.50	-4,053.50	
TOTAL						.00	4,053.50	-4,053.50	
TOTAL						.00	7,168.15	-6,265.50	

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ACCOUNTING PERIOD: 5/22

FUND - 155 - HOUSING AUTHORITY FUND
BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	10956	-01 12482	4054 SELF-HELP ENTERP		688.75	-688.75	LOAN PORTFOLIO MANAGEMENT
TOTAL						.00	688.75	-688.75	
TOTAL						.00	688.75	-688.75	
TOTAL						.00	688.75	-688.75	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 201 - LLMD ZONE 1
BUDGET UNIT - 4851 - LLMD ZONE 1 WESTFIELD

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-01 12491	6694 WILL DAN FINANCIA		751.09	-751.09	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	751.09	-751.09	
TOTAL						.00	751.09	-751.09	
TOTAL						.00	751.09	-751.09	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 203 - LLMD ZONE 3 SILVA ESTATES
BUDGET UNIT - 4853 - LLMD ZONE 3 SILVA ESTATES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-02 12491	6694 WILLDAN FINANCIA		138.89	-138.89	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	138.89	-138.89	
TOTAL						.00	138.89	-138.89	
TOTAL						.00	138.89	-138.89	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 205 - LLMD ZONE 5 WILDFLOWER
BUDGET UNIT - 4855 - LLMD ZONE 5 WILDFLOWER

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-03 12491	6694 WILL DAN FINANCIA		14.65	-14.65	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	14.65	-14.65	
TOTAL						.00	14.65	-14.65	
TOTAL						.00	14.65	-14.65	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 206 - LLMD ZONE 6 CAPISTRANO
BUDGET UNIT - 4856 - LLMD ZONE 6 CAPISTRANO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-04 12491	6694 WILL DAN FINANCIA		15.63	-15.63	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	15.63	-15.63	
TOTAL						.00	15.63	-15.63	
TOTAL						.00	15.63	-15.63	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 207 - LLMD ZONE 7 SILVERADO
BUDGET UNIT - 4857 - LLMD ZONE 7 SILVERADO

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-05 12491	6694 WILL DAN FINANCIA		32.78	-32.78	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	32.78	-32.78	
TOTAL						.00	32.78	-32.78	
TOTAL						.00	32.78	-32.78	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 208A - LLMD ZONE 8 COUNTRY CLUB
BUDGET UNIT - 4858A - LLMD ZONE 8 COUNTRY CLUB

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-06 12491	6694 WILL DAN FINANCIA		69.13	-69.13	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	69.13	-69.13	
TOTAL						.00	69.13	-69.13	
TOTAL						.00	69.13	-69.13	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 208B - LLMD ZONE 8B GREENS
BUDGET UNIT - 4858B - LLMD ZONE 8B GREENS

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-07 12491	6694 WILL DAN FINANCIA		142.27	-142.27	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	142.27	-142.27	
TOTAL						.00	142.27	-142.27	
TOTAL						.00	142.27	-142.27	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 209 - LLMD ZONE 9 LA DANTE ROSE
BUDGET UNIT - 4859 - LLMD ZONE 9 LA DANTE ROSE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-08 12491	6694 WILL DAN FINANCIA		49.83	-49.83	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	49.83	-49.83	
TOTAL						.00	49.83	-49.83	
TOTAL						.00	49.83	-49.83	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 210 - LLMD ZONE 10 AVALON
BUDGET UNIT - 4860 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-09 12491	6694 WILLDAN FINANCIA		152.28	-152.28	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	152.28	-152.28	
TOTAL						.00	152.28	-152.28	
TOTAL						.00	152.28	-152.28	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 211 - LLMD ZONE 11 SELF HELP EN
BUDGET UNIT - 4861 - LLMD ZONE 11 SELF HELP EN

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-10 12491	6694 WILL DAN FINANCIA		15.72	-15.72	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	15.72	-15.72	
TOTAL						.00	15.72	-15.72	
TOTAL						.00	15.72	-15.72	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 212 - LLMD ZONE 12 SUMMERWIND
BUDGET UNIT - 4862 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-11 12491	6694 WILL DAN FINANCIA		164.88	-164.88	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	164.88	-164.88	
TOTAL						.00	164.88	-164.88	
TOTAL						.00	164.88	-164.88	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 213 - LLMD ZONE 13 CORNERSTONE
BUDGET UNIT - 4863 - LLMD ZONE 13 CORNERSTONE

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-12 12491	6694 WILL DAN FINANCIA		52.85	-52.85	ANNUAL ASSESSMENT LLMD ZO
TOTAL						.00	52.85	-52.85	
TOTAL						.00	52.85	-52.85	
TOTAL						.00	52.85	-52.85	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 251 - PFMD ZONE 1
BUDGET UNIT - 4871 - PFMD ZONE 1

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-13 12491	6694 WILL DAN FINANCIA		256.04	-256.04	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	256.04	-256.04	
TOTAL						.00	256.04	-256.04	
TOTAL						.00	256.04	-256.04	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 252 - PFMD ZONE 2
BUDGET UNIT - 4872 - PFMD ZONE 2

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-14 12491	6694 WILL DAN FINANCIA		479.34	-479.34	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	479.34	-479.34	
TOTAL						.00	479.34	-479.34	
TOTAL						.00	479.34	-479.34	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 253 - PFMD ZONE 3
BUDGET UNIT - 4873 - PFMD ZONE 3

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-15 12491	6694 WILL DAN FINANCIA		156.47	-156.47	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	156.47	-156.47	
TOTAL						.00	156.47	-156.47	
TOTAL						.00	156.47	-156.47	

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SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 254 - PFMD ZONE 4
BUDGET UNIT - 4874 - PFMD ZONE 4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-16 12491	6694 WILL DAN FINANCIA		203.85	-203.85	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	203.85	-203.85	
TOTAL						.00	203.85	-203.85	
TOTAL						.00	203.85	-203.85	

PEI
DATE: 11/24/2021
TIME: 10:39:40

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 40
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 255 - PFMD ZONE 5
BUDGET UNIT - 4875 - PFMD ZONE 5

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-17 12491	6694 WILLDAN FINANCIA		201.17	-201.17	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	201.17	-201.17	
TOTAL						.00	201.17	-201.17	
TOTAL						.00	201.17	-201.17	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 41
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 256 - PFMD ZONE 6
BUDGET UNIT - 4876 - PFMD ZONE 6

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-18 12491	6694 WILL DAN FINANCIA		198.59	-198.59	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	198.59	-198.59	
TOTAL						.00	198.59	-198.59	
TOTAL						.00	198.59	-198.59	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 42
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 257 - PFMD ZONE 7
BUDGET UNIT - 4877 - PFMD ZONE 7

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-19 12491	6694 WILL DAN FINANCIA		30.17	-30.17	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	30.17	-30.17	
TOTAL						.00	30.17	-30.17	
TOTAL						.00	30.17	-30.17	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 43
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 258 - PFMD ZONE 8
BUDGET UNIT - 4878 - PFMD ZONE 8

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-20 12491	6694 WILL DAN FINANCIA		145.43	-145.43	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	145.43	-145.43	
TOTAL						.00	145.43	-145.43	
TOTAL						.00	145.43	-145.43	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 44
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 259 - PFMD ZONE 9
BUDGET UNIT - 4879 - PFMD ZONE 9

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-21 12491	6694 WILL DAN FINANCIA		164.55	-164.55	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	164.55	-164.55	
TOTAL						.00	164.55	-164.55	
TOTAL						.00	164.55	-164.55	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 45
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 260 - PFMD ZONE 10
BUDGET UNIT - 4880 - PFMD ZONE 10

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
5 /22	11/23/21	21	11156	-22 12491	6694 WILL DAN FINANCIA		64.39	-64.39	ANNUAL ASSESSMENT PFMD ZO
TOTAL						.00	64.39	-64.39	
TOTAL						.00	64.39	-64.39	
TOTAL						.00	64.39	-64.39	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 46
AUDIT11

SELECTION CRITERIA: transact.yr='22' and transact.fund between '001' and '800' and transact.batch='vm112421'
ACCOUNTING PERIOD: 5/22

FUND - 703 - KINGS AREA RURAL TRANSIT
BUDGET UNIT - 4282 - KART

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4444									
5 /22	11/23/21	21		12461	6788 KART		100.00	.00	KART PASSES
TOTAL						.00	100.00	.00	
TOTAL					KART	.00	100.00	.00	
TOTAL					KINGS AREA RURAL TRANSIT	.00	100.00	.00	
TOTAL					REPORT	.00	850,693.50	-843,904.56	

PEI
DATE: 11/24/2021
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CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='22' and transact.account between '3000' and '3999' and transact.batch='VM112421'
ACCOUNTING PERIOD: 5/22

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3681	RECREATION FEES						
5 /22	11/23/21	210	12481	T2874 SEAN ARE		-60.00	REFUND-SOCCER #66604
TOTAL	RECREATION FEES				.00	-60.00	.00
TOTAL	GENERAL FUND				.00	-60.00	.00
TOTAL	GENERAL FUND				.00	-60.00	.00
TOTAL	REPORT				.00	-60.00	.00