



# Town of Paradise Town Council Meeting Agenda 6:00 P.M. – August 14, 2018

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Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones  
Vice Mayor, Greg Bolin  
Council Member, Scott Lotter  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Dina Volenski  
Community Development Director, Craig Baker  
Finance Director/Town Treasurer, Gina Will  
Asst. TM/Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, David Hawks  
Acting Police Chief, Eric Reinbold

## Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
  - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
  - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Presentation by Chief Hawks - Update on surrounding fires.
- 1f. Presentation by Josh Marquis - Update on the Business License - Business Directory.

## 2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p5 Approve minutes of July 10, 2018 Regular and July 24, 2018 Special Town Council meetings.
- 2b. p13 Approve July 2018 cash disbursements in the amount of \$3,895,157.46.
- 2c. p21 1. Waive second reading of the entire Town Ordinance No. 570 and approve reading by title only; and, 2. Adopt Ordinance No. 570, "An Ordinance Rezoning Certain Real Properties from "RR-1" (Rural Residential, 1-Acre Minimum) to a "TR-1/2" (Town Residential- 1/2 Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00093; Jerome Balasek).
- 2d. p24 1. Approve the Program Supplement Agreement No. O31-Rev 1 to Administering AgencyState Agreement No. 00449S specific to State-Aid Project ATPL-5425 (031) to assure receipt of \$3,429,000 in state funds for the Almond St Multi-Modal Improvements Project.  
  
2. Approve the Program Supplement Agreement No. O32-Rev 1 to Administering AgencyState Agreement No. 00449S specific to State-Aid Project ATPL-5425 (034) to assure receipt of \$539,000 in state funds for the Downtown Paradise Equal Mobility Project.  
  
3. Adopt resolutions 18-30 and 18-31 authorizing the Town Manager, or her designee, to sign the Program Supplement Agreement Nos. O31-Rev 1 and O32-Rev 1 to Administering Agency-State Agreement for State-Funded Projects No. 00449S.
- 2e. p48 1. Authorize the award of the contract for three (3) 2019 Ford Interceptor Utility Vehicles to Folsom Lake Ford, 12755 Folsom Blvd., Folsom, CA 95630; and, 2. Authorize the Town Manager to execute all related agreements for the purchase of the three vehicles.
- 2f. p53 1. Authorize the Paradise Fire Department to remove Sutphen Engine 81 from its listing for sale and return it to use as a reserve engine in the Department's fleet; and, 2. Adopt Resolution No. 18-32 declaring a certain fire vehicle to be surplus property; and, 3. Authorize the Town Manager to surplus the Pierce Dash Engine 83.

- [2g.](#) p56 Approve appointment of Town Council Member Mike Zuccolillo to the Butte Countywide Homeless Continuum of Care Board as a representative from the Town of Paradise
- [2h.](#) p57 1. Authorize the Police Department to award the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contracts to Lehr Auto Electric, 4707 Northgate Blvd., Sacramento, CA 95834; and 2. Authorize the Town Manager to execute all related contracts for the Police Vehicle Emergency Equipment and the MCD's.
- [2i.](#) p121 1. Authorize award of the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC) Contract (install emergency equipment into three 2019 Ford Interceptor Utility vehicles) to Precision Wireless Service, 791 Blevins Street, Lakeport, CA 95453; and 2. Authorize the Town Manager to execute all related contracts for the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC).
- [2j.](#) p127 Approve Resolution No. 18-33, A resolution of the Town Council of the Town of Paradise adopting Administrative Policy 330, A Credit Card Policy.
- [2k.](#) p135 1. Authorize the State of California Office of Emergency Services 9-1-1 Emergency Communications Branch to enter into an agreement with AT&T to upgrade the Paradise Police Department 9-1-1 Emergency and Non-Emergency Dispatch Phone System; and, 2. Authorize the Town Manager or Designee to execute all related Contracts for the Police 9-1-1 Emergency and Non-Emergency Dispatch Phone System.

**3. ITEMS REMOVED FROM CONSENT CALENDAR**

**4. PUBLIC COMMUNICATION**

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

**5. PUBLIC HEARINGS - None**

**6. COUNCIL CONSIDERATION**

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- [6a.](#) p138 Conduct a public discussion regarding the collection of transient occupancy tax from short-term rental of single-family residences, and  
  
Conduct a public discussion regarding short-term rentals in the Town of Paradise in the context of the potential adverse effects upon the town's existing residential neighborhoods and efforts by other local jurisdictions that have developed or are developing new regulations to address them

- 6b. p148 Consider providing staff with direction on desired changes to the Paradise Municipal Code relating to the street vending regulations, if any, to present at a future council meeting.

**7. COUNCIL INITIATED ITEMS AND REPORTS**

7a. Council initiated agenda items

Provide direction to the Town's voting delegate regarding the League of California Cities proposed resolution for the 2018 Annual Conference.

7b. Council reports on committee representation

7c. Future Agenda Items

**8. STAFF COMMUNICATION**

8a. Town Manager Report

- Community Development Director

**9. CLOSED SESSION**

- 9a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise v. Wendy Jane Baker, et. al. County of Butte, Superior Court Case No. 16V02070

**10. ADJOURNMENT**

STATE OF CALIFORNIA )	SS.
COUNTY OF BUTTE )	
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
_____	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	

**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR MEETING – 6:00 PM – July 10, 2018**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Mike Zuccolillo.

**COUNCIL MEMBER PRESENT:** Scott Lotter, Melissa Schuster, Mike Zuccolillo and Jody Jones, Mayor.

**COUNCIL MEMBER ABSENT:** Greg Bolin

**STAFF PRESENT:** Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Asst. Town Manager/Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Acting Police Chief Eric Reinbold, Division Chief David Hawks and Community Development Director Craig Baker.

- 1e. A presentation on the health of the Ponderosa Pines in the Town of Paradise was presented by CAL FIRE Unit Forester, Dave Derby.
- 1f. Bill Hartley and Council Member Schuster provided an update on the Yellowstone Kelly Memorial Trailway Project and upcoming celebration scheduled for September 6, 2018.

**2. CONSENT CALENDAR**

**MOTION by Schuster, seconded by Lotter,** approved all consent calendar items 2a-2e as presented. Roll call vote was unanimous with Council member Bolin absent and not voting.

- 2a. Approved minutes of the June 12, 2018 and June 26, 2018 Regular Town Council meetings.
- 2b. Approved June 2018 cash disbursements in the amount of \$944,254.32. (310-10-032)
- 2c. Adopted Resolution No. 18-22, A Resolution of the Town Council of the Town of Paradise Amending and Re-Adopting Conflict of Interest Code for the Agencies and Departments of the Town of Paradise which Incorporate by Reference the Fair Political Practices Commission's Standard Model Conflict of Interest. (540-20-33)
- 2d. Approved an agreement between Town of Paradise and Peerless Building Maintenance of Redding, CA for Town Hall and Police Department janitorial services and authorized the Town Manager to execute the

Agreement to cover a four (4) year period from July 1, 2018 to June 30, 2022. (510-15-038)

- 2e. Authorized the Town Manager to execute a three-year (FY 18/19-20/21) GIS maintenance agreement with the CSU, Chico Research Foundation. (The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch) (06-22, 510-15-042)

### **3. ITEMS REMOVED FROM CONSENT CALENDAR - None**

### **4. PUBLIC COMMUNICATION**

1. Ward Habriel informed the Town Council about the Paradise Irrigation District (PID) Demonstration Garden that was inspired by and dedicated to the late Doug Flesher; he also informed the Council about the fact that NRWS is the only facility that accepts Styrofoam and recycles it into wood products consisting of baseboard, window trim and crown molding, just to name a few items.

### **5. PUBLIC HEARINGS**

For items that require a published legal notice and/or a mailed notice.

#### **Public Hearing Procedure:**

- 5a. Mayor Jones announced that the Town Council would conduct the duly noticed and scheduled public hearing and upon conclusion of this public hearing, introduce and adopt the Planning Commission's recommended actions; 1. Concur with the Planning Director's determination that the project application is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption); and 2. Concur with the project recommended General Plan land use map amendment and rezone action adopted by the Planning Commission on June 19, 2018, and embodied within Planning Commission Resolution No. 18-1; and 3. Adopt Town of Paradise Resolution No. 18-23, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL18-00093; Jerome Balasek); and 4. Waive the first reading of Town Ordinance No. 570 and read by title only; and 5. Introduce the Town of Paradise Ordinance No.570, "An Ordinance Rezoning Certain Real Properties from "RR-1" (Rural Residential, 1-Acre Minimum) to a "TR-1/2" (Town Residential- 1/2 Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00093; Jerome Balasek). (760-40-52)

Community Development Director Craig Baker presented an overview of the proposed project.

Mayor Jones opened the public hearing at 6:34 p.m.

There were no speakers for or against the item.

Mayor Jones closed the public hearing at 6:34 p.m.

**MOTION by Lotter, seconded by Schuster;** 1. Concurred with the Planning Director's determination that the project application is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption); and 2. Concurred with the project recommended General Plan land use map amendment and rezone action adopted by the Planning Commission on June 19, 2018, and embodied within Planning Commission Resolution No. 18-1; and 3. Adopted Town of Paradise Resolution No. 18-23, "A Resolution of the Town Council of the Town of Paradise Adopting a Negative Declaration and Amending the Land Use Map of the 1994 Paradise General Plan (PL18-00093; Jerome Balasek); and 4. Waived the first reading of Town Ordinance No. 570 and read by title only; and 5. Introduced the Town of Paradise Ordinance No.570, "An Ordinance Rezoning Certain Real Properties from "RR-1" (Rural Residential, 1-Acre Minimum) to a "TR-1/2" (Town Residential- 1/2 Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00093; Jerome Balasek). Roll call vote was unanimous with Bolin absent and not voting.

## **6. COUNCIL CONSIDERATION - None**

## **7. COUNCIL INITIATED ITEMS AND REPORTS**

7a. Council initiated agenda items - None

7b. Council reports on committee representation

Council Member Schuster attended the laying of the wreath for Yellowstone Kelly in Billings Montana, Shasta Cascade Wonderland Association, Butte County Mosquito and Vector Control and Explore Butte County-TBID.

Mayor Jones attended the Butte County Air Quality Management District meeting and staffed the booth with Marc Mattox at Party in the Park.

7c. Future Agenda Items – None

## **8. STAFF COMMUNICATION**

8a. Town Manager Report - None

- Community Development Director Craig Baker reported on the following projects: Safeway/Black Olive Village Project, Party in the Park, Lynn's Optimo, El Rancho Mexican Restaurant, Woodview Retirement Community,

Jack in the Box, Balasek Rezone/General Plan Amendment, Hudson's Appliance, Gold Seekers Revocation and Feather River Hospital rebranding.

**9. CLOSED SESSION**

At 6:39 p.m. Mayor Jones announced that the Town Council would go into closed session for the following item:

- 9a. Pursuant to Government Code section 54956.9(d)(1), the Town Council will hold a closed session with the Town Attorney Dwight L. Moore and Town Manager Lauren M. Gill relating to the following pending litigation:

Gary E Richardson, et al. vs. Town of Paradise - County of Butte, Superior Court Case No. 17CV00180

At 6:47 p.m. Mayor Jones reconvened the meeting and announced that the Town Council had received information and that no action was taken.

**10. ADJOURNMENT**

Mayor Jones adjourned the Council meeting at 6:48 p.m.

Date Approved:

By: \_\_\_\_\_  
Jody Jones, Mayor

Attest:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk



**MINUTES  
PARADISE TOWN COUNCIL  
SPECIAL MEETING – 3:00 PM – July 24, 2018**

**1. CALL TO ORDER**

The Special meeting of the Paradise Town Council was called to order by Vice Mayor Bolin at 3:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

**COUNCIL MEMBER PRESENT:** Scott Lotter, Melissa Schuster, Mike Zuccolillo and Greg Bolin, Vice Mayor.

**COUNCIL MEMBER ABSENT:** Jody Jones, Mayor.

**STAFF PRESENT:** Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Assistant Town Manager/Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis.

**2. CONSENT CALENDAR**

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion

- 2a. **MOTION by Lotter, seconded by Schuster,** 1. Adopted Resolution No. 18-24, A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll; and, 2. Authorized the Town Manager and Administrative Services Director to approve direct charge (special assessment) changes; and, 3. Authorized the Town Manager and Administrative Services Director to execute the governing authority certification related to the direct assessments on the property tax roll. Roll call vote was unanimous with Jody Jones absent and not voting.

**3. COUNCIL CONSIDERATION**

- 3a. Erin Ferguson from Kittleson and Associates, Inc. presented a brief overview of the System Safety Analysis Report to the Council. Ms. Ferguson highlighted the public outreach process, the safety data utilized, data analysis techniques used and the results, highest occurring crash types, highest risk corridors and intersections, countermeasures to address safety issues and viable safety projects that resulted from the study.
1. Wayne Medley read the report and would still like six stop signs on Wagstaff to slow down the traffic. Mr. Medley asked the follow questions:
1. Why the fatal accident on Wagstaff was not included in the study?

2. How many citizens actually provided input to the report?
3. How are traffic volumes created; has one ever been done on Wagstaff: who does them and how are the streets determined?
4. On page 39 of the report suggests high friction surface treatment area be created and asked if it was part of the grant process?

Engineer Mattox answered the questions:

1. The accident was not included because the study was through 2017 and the fatality was in 2018, but will be included in a follow up memo that will be attached to the report.
2. At least 50-80 people were at the workshops, 100's of comments in the online GIS Map and over 100 participants in the ranking comments.
3. Every 3-4 years BCAG facilitates traffic counts in 30-60 locations throughout Paradise for regional transportation planning and traffic modeling, but one has not been done on the curve on Wagstaff.
4. High friction surface treatment is an effective countermeasure available through the Highway Safety Improvement Program and could be looked at in this cycle.

**Motion by Zuccolillo, seconded by Lotter**, Adopted Resolution No. 18-25, A Resolution of the Town Council of the Town of Paradise approving the 2018 Systemic Safety Analysis Report prepared by Kittelson & Associates for the purpose of identifying risk factors, planning solutions and increasing safety for motorists, pedestrians, and bicyclists along Paradise roadways. Roll call vote was unanimous with Jody Jones absent and not voting. (950-40-42, 510-20-172)

- 3b. Assistant Town Manger/Public Works Director/Town Engineer provided an overview of the Active Transportation Program Cycle 4 which is designed to increase the proportion of trips accomplished by biking and walking, increase safety and mobility for non-motorized users, advance the active transportation efforts of regional agencies to achieve greenhouse gas reductions goals, enhance public health, ensure that disadvantaged communities fully share in the benefits of the program, and provide a broad spectrum of projects to benefit many types of active transportation users.

Mr. Mattox provided information on the four grant applications that the Council is being asked to authorize which are the Pentz Pathway Project Phase II, Paradise ATP Gateway Project, Oliver Curve Pathway Project and the Skyway Connectivity Project; Award letters for the projects will be released late in 2018 and regardless of award status for the Pentz, Gateway and Oliver projects, staff will commence design phases in early 2019 using Congestion Mitigation and Air Quality Improvement funding.

**MOTION by Zuccolillo, seconded by Schuster**, Adopted the following resolutions authorizing the Assistant Town Manager to submit four (4) grant application including the Pentz Pathway Project Phase II, Paradise ATP Gateway Project, Oliver Curve Pathway Project, and Skyway Connectivity Project under the Active Transportation Program Cycle 4 Call for Projects:

1. Resolution No. 18-26, A Resolution of the Town Council of the Town of Paradise Authorizing the Assistant Town Manager to Submit the Pentz Pathway Project Phase II for Funding From Cycle 4 of the State of California Active Transportation Program. Roll call vote was unanimous with Jody Jones absent and not voting. (950-40-43)
2. Resolution No. 18-27 A Resolution of the Town Council of the Town of Paradise Authorizing the Assistant Town Manager to Submit the Paradise ATP Gateway Project for Funding From Cycle 4 of the State of California Active Transportation Program. Roll call vote was unanimous with Jody Jones absent and not voting. (950-40-044)
3. Resolution No. 18-28 A Resolution of the Town Council of the Town of Paradise Authorizing the Assistant Town Manager to Submit the Oliver Curve Pathway Project for Funding From Cycle 4 of the State of California Active Transportation Program. Roll call vote was unanimous with Jody Jones absent and not voting. (950-40-45)
4. Resolution No. 18-29 A Resolution of the Town Council of the Town of Paradise Authorizing the Assistant Town Manager to Submit the Skyway Connectivity Project for Funding From Cycle 4 of the State of California Active Transportation Program. Roll call vote was unanimous with Jody Jones absent and not voting. (950-40-46)

#### **4. CLOSED SESSION**

At 3:49 p.m. Vice Mayor Bolin announced that the Town Council would go into closed session for the following item. Mayor Bolin recused himself due to a potential conflict of interest.

- a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise v. Wendy Jane Baker, et.al. County of Butte, Superior Court Case No. 16V02070.

At 4:02 p.m. Town Attorney Moore reported that the Town Council was briefed in Closed Session on the terms of the sale of the property at 6066 Lucky John Road and gave direction to the Town Attorney concerning stipulation to the transfer of the property.

## 5. ADJOURNMENT

Council Member Lotter adjourned the Council meeting at 4:03 p.m.

Date Approved:

By: \_\_\_\_\_  
Greg Bolin, Vice Mayor

Attest:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
JULY 1, 2018 - JULY 31, 2018

July 1, 2018 - July 31, 2018

Check Date	Pay Period End	DESCRIPTION	AMOUNT
07/13/18	07/08/18	Net Payroll - Direct Deposits & Checks	\$128,358.33
07/27/18	07/22/18	Net Payroll - Direct Deposits & Checks	\$129,880.17
<b>TOTAL NET WAGES PAYROLL</b>			<b>\$258,238.50</b>

**Accounts Payable**

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.			\$256,068.63
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.			\$3,380,850.33
<b>TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE</b> (Detail attached)			<u><b>\$3,636,918.96</b></u>
<b>GRAND TOTAL CASH DISBURSEMENTS</b>			<u><u><b>\$3,895,157.46</b></u></u>

APPROVED BY: \_\_\_\_\_  
LAUREN GILL, TOWN MANAGER

APPROVED BY: \_\_\_\_\_  
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
72310	07/02/2018	Open			Accounts Payable	ENTERPRISE FM TRUST	\$989.82		
72311	07/02/2018	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
72312	07/02/2018	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
72313	07/02/2018	Open			Accounts Payable	MOORE, DWIGHT, L.	\$14,076.00		
72314	07/02/2018	Open			Accounts Payable	SBA Monarch Towers III LLC	\$136.85		
72315	07/02/2018	Open			Accounts Payable	TAZZARI-DINEEN, GABRIELA	\$842.31		
72316	07/02/2018	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
72317	07/02/2018	Open			Accounts Payable	WESTAMERICA BANK	\$20,137.76		
72318	07/05/2018	Open			Accounts Payable	ALLDATA	\$1,500.00		
72319	07/05/2018	Open			Accounts Payable	ALLIANT INSURANCE	\$12,039.00		
72320	07/05/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.46		
72321	07/05/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.26		
72322	07/05/2018	Open			Accounts Payable	AT&T MOBILITY	\$86.66		
72323	07/05/2018	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$297.23		
72324	07/05/2018	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.27		
72325	07/05/2018	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,302.90		
72326	07/05/2018	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,116.60		
72327	07/05/2018	Open			Accounts Payable	Big O Tires	\$260.00		
72328	07/05/2018	Open			Accounts Payable	Bob I Becker Contracting	\$4,939.00		
72329	07/05/2018	Open			Accounts Payable	BUTTE CO RECORDER	\$111.00		
72330	07/05/2018	Open			Accounts Payable	BUTTE CO TREASURER	\$34,696.94		
72331	07/05/2018	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$1,103.50		
72332	07/05/2018	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$126.90		
72333	07/05/2018	Open			Accounts Payable	CALIFORNIA CRIMINAL JUSTICE WARRANT SERVS.	\$75.00		
72334	07/05/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$488.45		
72335	07/05/2018	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$300.27		
72336	07/05/2018	Open			Accounts Payable	COMPLETE ASPHALT SERVICE CO. INC. (CASCO)	\$37.54		
72337	07/05/2018	Open			Accounts Payable	DON'S SAW & MOWER	\$74.43		
72338	07/05/2018	Open			Accounts Payable	Eagle Security Systems	\$248.63		
72339	07/05/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$503.00		
72340	07/05/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$2,334.00		
72341	07/05/2018	Open			Accounts Payable	FASTENAL	\$163.78		
72342	07/05/2018	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$176.00		
72343	07/05/2018	Open			Accounts Payable	FERGUSON ENTERPRISES INC	\$74.77		
72344	07/05/2018	Voided	Printer Error	07/05/2018	Accounts Payable	FIDELITY NAT'L TITLE CO.	\$8,520.00		
72345	07/05/2018	Open			Accounts Payable	FIRE SERVICE SPECIFICATION & SUPPLY	\$1,974.65		
72346	07/05/2018	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$32.09		
72347	07/05/2018	Open			Accounts Payable	Goodyear Tire & Rubber Company	\$219.03		
72348	07/05/2018	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
72349	07/05/2018	Open			Accounts Payable	HireRight, Inc.	\$8.13		
72350	07/05/2018	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72351	07/05/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,344.00		
72352	07/05/2018	Open			Accounts Payable	INDUSTRIAL EQUIPMENT	\$95.08		
72353	07/05/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$27.18		
72354	07/05/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$225.00		
72355	07/05/2018	Open			Accounts Payable	KEN'S HITCH & WELDING	\$10.00		
72356	07/05/2018	Open			Accounts Payable	Kevin Sharrah Designs	\$459.29		
72357	07/05/2018	Open			Accounts Payable	Kittelson & Associates Inc	\$10,037.63		
72358	07/05/2018	Open			Accounts Payable	LIFE ASSIST INC	\$193.95		
72359	07/05/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$6,091.87		
72360	07/05/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$923.23		
72361	07/05/2018	Open			Accounts Payable	MENDON'S NURSERY	\$23.59		
72362	07/05/2018	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$400.00		
72363	07/05/2018	Open			Accounts Payable	MORGAN TREE SERVICE	\$1,900.00		
72364	07/05/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$50.73		
72365	07/05/2018	Open			Accounts Payable	NORMAC INC	\$437.95		
72366	07/05/2018	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$28,563.02		
72367	07/05/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$107.16		
72368	07/05/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$186.38		
72369	07/05/2018	Open			Accounts Payable	Oroville Hospital	\$1,167.00		
72370	07/05/2018	Open			Accounts Payable	Pacific Excavation	\$416,126.86		
72371	07/05/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$137.20		
72372	07/05/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$20.09		
72373	07/05/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,592.92		
72374	07/05/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$814.66		
72375	07/05/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
72376	07/05/2018	Open			Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$11.63		
72377	07/05/2018	Open			Accounts Payable	R B SPENCER INC	\$7,303.62		
72378	07/05/2018	Open			Accounts Payable	Rice, Benjamin or Blair	\$261.21		
72379	07/05/2018	Open			Accounts Payable	Riebes Auto Parts	\$403.28		
72380	07/05/2018	Open			Accounts Payable	Rodrigues, Joshua	\$15.00		
72381	07/05/2018	Open			Accounts Payable	SISC GASB 45 TRUST	\$18,930.00		
72382	07/05/2018	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$113.23		
72383	07/05/2018	Open			Accounts Payable	Spherion Staffing	\$381.42		
72384	07/05/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,038.47		
72385	07/05/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$93.64		
72386	07/05/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$178.12		
72387	07/05/2018	Open			Accounts Payable	THRIFTY ROOTER	\$141.16		
72388	07/05/2018	Open			Accounts Payable	Tri Flame Propane	\$1.00		
72389	07/05/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$320.93		
72390	07/05/2018	Open			Accounts Payable	WILKEY, PO, JOHN	\$10.24		
72391	07/05/2018	Open			Accounts Payable	FIDELITY NAT'L TITLE CO.	\$5,285.00		
72392	07/05/2018	Open			Accounts Payable	FIDELITY NAT'L TITLE CO.	\$3,235.00		
72393	07/05/2018	Open			Accounts Payable	Aflac	\$189.92		



## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72394	07/05/2018	Open			Accounts Payable	BLOOD SOURCE	\$63.00		
72395	07/05/2018	Open			Accounts Payable	Met Life	\$8,689.37		
72396	07/05/2018	Open			Accounts Payable	OPERATING ENGINEERS	\$960.00		
72397	07/05/2018	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,467.05		
72398	07/05/2018	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,710.71		
72399	07/05/2018	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$700.82		
72400	07/05/2018	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$150.00		
72401	07/13/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
72402	07/13/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
72403	07/19/2018	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$87.06		
72404	07/19/2018	Open			Accounts Payable	ACE RENTALS	\$49.54		
72405	07/19/2018	Open			Accounts Payable	ANDERSON, KATE	\$46.60		
72406	07/19/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.46		
72407	07/19/2018	Open			Accounts Payable	Asbury Environmental Services	\$134.69		
72408	07/19/2018	Open			Accounts Payable	Azco Supply Inc	\$321.75		
72409	07/19/2018	Open			Accounts Payable	B.I.N.T.F.	\$12,500.00		
72410	07/19/2018	Open			Accounts Payable	Bear Electric Solutions	\$2,850.00		
72411	07/19/2018	Open			Accounts Payable	Bender Rosenthal, Inc.	\$1,614.70		
72412	07/19/2018	Open			Accounts Payable	Big O Tires	\$20.00		
72413	07/19/2018	Open			Accounts Payable	Biometrics4ALL, Inc	\$21.00		
72414	07/19/2018	Open			Accounts Payable	BOYS AND GIRLS CLUB	\$2,306.65		
72415	07/19/2018	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$4,760.00		
72416	07/19/2018	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$585.00		
72417	07/19/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,173.00		
72418	07/19/2018	Open			Accounts Payable	CARRIGAN, GERALD	\$1,275.00		
72419	07/19/2018	Open			Accounts Payable	CASHIER, DPR	\$200.00		
72420	07/19/2018	Open			Accounts Payable	CATALYST WOMEN'S ADV. INC.	\$1,387.00		
72421	07/19/2018	Open			Accounts Payable	CENTRAL SIERRA POLICE CHIEF'S ASSOCIATION	\$40.00		
72422	07/19/2018	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$165.00		
72423	07/19/2018	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$15.00		
72424	07/19/2018	Open			Accounts Payable	COLYER VET SERVICE	\$18.00		
72425	07/19/2018	Open			Accounts Payable	COMCAST CABLE	\$76.01		
72426	07/19/2018	Open			Accounts Payable	COMCAST CABLE	\$256.01		
72427	07/19/2018	Open			Accounts Payable	COMPANIONS ANIMAL HOSPITAL	\$70.50		
72428	07/19/2018	Open			Accounts Payable	Crossett, Mark	\$225.00		
72429	07/19/2018	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.60		
72430	07/19/2018	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$150.30		
72431	07/19/2018	Open			Accounts Payable	CSU, CHICO RESEARCH FOUNDATION	\$10,000.00		
72432	07/19/2018	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
72433	07/19/2018	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$68,737.70		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72434	07/19/2018	Open			Accounts Payable	DIVISION OF THE STATE ARCHITECT	\$18.80		
72435	07/19/2018	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$1,798.45		
72436	07/19/2018	Open			Accounts Payable	Entersect	\$84.95		
72437	07/19/2018	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$225.54		
72438	07/19/2018	Open			Accounts Payable	HireRight, Inc.	\$8.13		
72439	07/19/2018	Open			Accounts Payable	HOLDREGE & KULL, CONSULTING ENGINEERS	\$170.00		
72440	07/19/2018	Open			Accounts Payable	Houdek, Michael	\$100.00		
72441	07/19/2018	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$79.00		
72442	07/19/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$5,350.29		
72443	07/19/2018	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$82.88		
72444	07/19/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$457.43		
72445	07/19/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$154.02		
72446	07/19/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$145.47		
72447	07/19/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$484.88		
72448	07/19/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$42.03		
72449	07/19/2018	Open			Accounts Payable	INTERSTATE SALES	\$673.01		
72450	07/19/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$525.00		
72451	07/19/2018	Open			Accounts Payable	KEN'S HITCH & WELDING	\$18.31		
72452	07/19/2018	Open			Accounts Payable	Kevin Sharrah Designs	\$255.88		
72453	07/19/2018	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$525.63		
72454	07/19/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
72455	07/19/2018	Open			Accounts Payable	LIFE ASSIST INC	\$2,420.00		
72456	07/19/2018	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$65.00		
72457	07/19/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,309.71		
72458	07/19/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,679.04		
72459	07/19/2018	Open			Accounts Payable	MARQUIS, JOSH	\$189.26		
72460	07/19/2018	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
72461	07/19/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$113.57		
72462	07/19/2018	Open			Accounts Payable	MUNICIPAL CODE CORP	\$399.00		
72463	07/19/2018	Open			Accounts Payable	NCCSIF TREASURER	\$2,487.00		
72464	07/19/2018	Open			Accounts Payable	NCCSIF TREASURER	\$105,448.75		
72465	07/19/2018	Open			Accounts Payable	NCCSIF TREASURER	\$197,418.00		
72466	07/19/2018	Open			Accounts Payable	NEWMAN TRAFFIC SIGNS	\$1,357.00		
72467	07/19/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$15,515.39		
72468	07/19/2018	Open			Accounts Payable	NORTHSTAR	\$8,512.25		
72469	07/19/2018	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$501.04		
72470	07/19/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$52.16		
72471	07/19/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$368.97		
72472	07/19/2018	Open			Accounts Payable	Pacific Excavation	\$71,856.00		
72473	07/19/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,941.14		
72474	07/19/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$410.85		
72475	07/19/2018	Open			Accounts Payable	PARADISE RECREATION & PARK DISTRICT	\$800.00		
72476	07/19/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		

TOWN OF PARADISE

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72477	07/19/2018	Open			Accounts Payable	PETTY CASH CUSTODIAN, VALERIE LYNCH	\$9.34		
72478	07/19/2018	Open			Accounts Payable	R.D. Robbins Construction	\$9,810.00		
72479	07/19/2018	Open			Accounts Payable	R.D. Robbins Construction	\$6,930.00		
72480	07/19/2018	Open			Accounts Payable	R.D. Robbins Construction	\$4,950.00		
72481	07/19/2018	Open			Accounts Payable	R.D. Robbins Construction	\$1,305.00		
72482	07/19/2018	Open			Accounts Payable	Riebes Auto Parts	\$140.32		
72483	07/19/2018	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
72484	07/19/2018	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$115.55		
72485	07/19/2018	Open			Accounts Payable	Spherion Staffing	\$1,144.26		
72486	07/19/2018	Open			Accounts Payable	St John, Mollie, A	\$63.75		
72487	07/19/2018	Open			Accounts Payable	Sutter Medical Foundation	\$1,400.00		
72488	07/19/2018	Open			Accounts Payable	T and S DVBE Inc.	\$208.50		
72489	07/19/2018	Open			Accounts Payable	TeleCheck Services, Inc.	\$35.00		
72490	07/19/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$235.98		
72491	07/19/2018	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$270.00		
72492	07/19/2018	Open			Accounts Payable	VERIZON WIRELESS	\$115.29		
72493	07/19/2018	Open			Accounts Payable	VERIZON WIRELESS	\$554.06		
72494	07/19/2018	Open			Accounts Payable	VERIZON WIRELESS	\$656.37		
72495	07/19/2018	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
72496	07/19/2018	Open			Accounts Payable	VERIZON WIRELESS	\$316.00		
72497	07/19/2018	Open			Accounts Payable	WAYNE MURPHY	\$475.00		
72498	07/19/2018	Open			Accounts Payable	WAYNE MURPHY	\$1,899.90		
72499	07/19/2018	Open			Accounts Payable	WILSON PRINTING CO.	\$111.78		
72500	07/19/2018	Open			Accounts Payable	YOUTH FOR CHANGE	\$2,170.00		
72501	07/27/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
72502	07/27/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:									
EFT									
749	07/05/2018	Open			Accounts Payable	CALPERS	\$120,653.37		
750	07/13/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$29,197.52		
751	07/13/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,747.23		
752	07/13/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,275.35		
753	07/13/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,453.66		
754	07/30/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$1,168,177.00		
755	07/12/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$4,061.20		
756	07/18/2018	Open			Accounts Payable	STATE BOARD OF EQUALIZATION	\$316.00		
757	07/18/2018	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$1,000.00		
758	07/20/2018	Open			Accounts Payable	WELLS FARGO BANK NA	\$1,010,519.70		
759	07/27/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,206.24		
760	07/27/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,784.44		
761	07/27/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,282.11		
762	07/27/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,448.32		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals									

Checks Status Count Transaction Amount Reconciled Amount

# CASH DISBURSEMENTS REPORT

From Payment Date: 7/1/2018 - To Payment Date: 7/31/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	192	\$1,215,796.82	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$8,520.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>193</b>	<b>\$1,224,316.82</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	14	\$2,421,122.14	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>14</b>	<b>\$2,421,122.14</b>	<b>\$0.00</b>	
<b>All</b>									
					<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	206	\$3,636,918.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$8,520.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>207</b>	<b>\$3,645,438.96</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
<b>Checks</b>									
					<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	192	\$1,215,796.82	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$8,520.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>193</b>	<b>\$1,224,316.82</b>	<b>\$0.00</b>	
<b>EFTs</b>									
					<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	14	\$2,421,122.14	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					<b>Total</b>	<b>14</b>	<b>\$2,421,122.14</b>	<b>\$0.00</b>	
<b>All</b>									
					<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	206	\$3,636,918.96	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	1	\$8,520.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>207</b>	<b>\$3,645,438.96</b>	<b>\$0.00</b>	



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 14, 2018**

**Agenda Item: 2(c)**

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Adoption of Town Ordinance No. 570

**COUNCIL ACTION REQUESTED:** Adopt a **MOTION TO:**

1. Waive second reading of the entire Town Ordinance No. 570 and approve reading by title only [roll call vote]; **AND**
2. Adopt Town Ordinance No. 570, "An Ordinance Rezoning Certain Real Properties from "RR-1" (Rural Residential, 1-Acre Minimum) to a "TR-1/2" (Town Residential- 1/2 Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00093; Jerome Balasek).

**BACKGROUND:** On **July 10, 2018**, the Town Council introduced the above-noted town ordinance for purposes of eventual adoption.

**DISCUSSION:** Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 570 (copy attached). Once adopted, the provisions of this ordinance will be in legal effect and force as part of the Paradise Municipal Code thirty days thereafter.

**FINANCIAL IMPACT:** A nominal cost will be borne by the Town of Paradise for publication of the ordinance within the local newspaper.

Attachment

**TOWN OF PARADISE**

**ORDINANCE NO. 570**

**An Ordinance Rezoning Certain Real Properties from "RR-1" (Rural Residential, 1-Acre Minimum) to a "TR-1/2" (Town Residential- 1/2 Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00093; Jerome Balasek)**

The Town Council of the Town of Paradise, State of California, does hereby **ORDAIN AS FOLLOWS:**

**SECTION 1.** The hereinafter described real properties situated in the Town of Paradise, State of California, shall be and are hereby zoned "TR-1/2" (Town Residential- 1/2 acre minimum) as described in Chapter 17.14 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real properties so zoned are located at 6635 and 6639 View Acres Drive and 797 Wagstaff Road in the Town of Paradise, and are more particularly identified as AP Nos. 051-050-074, 051-050-075 and 051-050-076.

**SECTION 2.** This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

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**ORDINANCE NO. \_\_\_\_**

**ORDINANCE NO. 570**

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 14th day of August, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Jody Jones, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Dwight L. Moore, Town Attorney



**TOWN OF PARADISE**  
**Council Agenda Summary**  
**Date: August 14, 2018**

**Agenda No. 2(d)**

**ORIGINATED BY:** Marc Mattox, Assistant Town Manager  
**REVIEWED BY:** Lauren Gill, Town Manager  
**SUBJECT:** Active Transportation Program Grant Agreements

**COUNCIL ACTION REQUESTED:**

1. Approve the Program Supplement Agreement No. O31-Rev 1 to Administering Agency-State Agreement No. 00449S specific to State-Aid Project ATPL-5425 (031) to assure receipt of \$3,429,000 in state funds for the Almond St Multi-Modal Improvements Project.
2. Approve the Program Supplement Agreement No. O32-Rev 1 to Administering Agency-State Agreement No. 00449S specific to State-Aid Project ATPL-5425 (034) to assure receipt of \$539,000 in state funds for the Downtown Paradise Equal Mobility Project.
3. Adopt resolutions authorizing the Town Manager, or her designee, to sign the Program Supplement Agreement Nos. O31-Rev 1 and O32-Rev 1 to Administering Agency-State Agreement for State-Funded Projects No. 00449S.

**Background:**

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In spring 2015, Caltrans announced the second Call-for-Projects for the Active Transportation Program. In June 2015 the Town of Paradise had submitted five complete grant applications for funding, including: (1) Almond St Multi-Modal Improvements, (2) Ponderosa Elementary SR2S Project, (3) Memorial Trailway Class I Enhancements, (4) Downtown Paradise Equal Mobility Project, and (5) Paradise Active Transportation Plan (planning document).



On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including all four of the Town's infrastructure applications – totaling over \$7.5 million.

Two of the four awarded projects and their full descriptions are provided below.

Project No.	Project Title	Project Limits	Description	Project Cost	Const. Status
ATPL 5425 (031)	Almond St Multi-Modal Improvements	Almond St. between Pearson Road and Elliott Road	Construction of sidewalks, curbs, gutters, and bike lanes. Leveraging funds for road rehab through Measure C	\$3,905,000	2019
ATPL 5425 (034)	Downtown Paradise Equal Mobility Project	Skyway between Pearson Road and Elliott Road	Construction of ADA sidewalks and driveways	\$554,000	Under Construction

**Analysis:**

To remain eligible for the allocated grant funding, the Town of Paradise is required to execute Program Supplement Agreements to the Administering Agency-State Agreement for State-Funded Projects (Agreement No. 00449S). These supplement agreements serve as a contract between the Town of Paradise and California Department of Transportation, binding each to certain responsibilities to process State funded projects. The attached agreements must be approved by the Town to continue receipt of State funds. In addition, the Town is required to adopt resolutions identifying the newly awarded projects and designate an official authorized to execute Program Supplement Agreements.

These agreements are revisions to executed versions from July 2017, as the projects have entered the construction phase.

**Financial Impact:**

The estimated funding breakdown for each project is shown below:

Project Title	State / Local Share
Almond St Multi-Modal Improvements	\$3,429,000 \$476,000
Downtown Paradise Equal Mobility Project	\$539,000 \$68,926

**Attachments:**

1. Attachment 1 – Program Supplement Agreement No. OM31 Rev 1 and Resolution
2. Attachment 2 – Program Supplement Agreement No. OM32 Rev 1 and Resolution

**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF  
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT  
AGREEMENT NO. O31-REV 1 TO THE ADMINISTERING AGENCY-  
STATE AGREEMENT FOR STATE FUNDED PROJECTS  
CORRESPONDING TO PROJECT NO. ATPL 5425 (031).**

**WHEREAS**, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for State Funded Projects with the California Department of Transportation; and,

**WHEREAS**, the State of California through its Department of Transportation (Caltrans) administers the Active Transportation Program (ATP) and selects projects for funding; and,

**WHEREAS**, the Almond St Multi-Modal Improvements currently has \$3,429,000 of state funds allocated to the Project; and,

**WHEREAS**, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for State-Funded Projects, Agreement No. 0049S (Master Agreement), which upon full execution enables the Town of Paradise to request and receive State funds for certain street projects; and,

**WHEREAS**, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. O31-Rev 1 for the Almond St Multi-Modal Improvements, in order to be eligible to receive State-Aid for eligible project costs; and,

**WHEREAS**, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

**WHEREAS**, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

**Section 1.** The Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign Program Supplement Agreement No. O31-REV 1 on behalf of the Town.

**Section 2.** The Town Clerk shall certify to the passage and adoption of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney

**PROGRAM SUPPLEMENT NO. O31 Rev. 1**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00449S**

**Adv Project ID**                      **Date:** July 20, 2018  
0316000095                      **Location:** 03-BUT-0-PRDS  
**Project Number:** ATPL-5425(031)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement, effective 05/19/2016, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00449S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/13/15 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

on Almond Street between Pearson and Elliott Road

**TYPE OF WORK:** Pedestrian Walkway project to include curb, gutter, sidewalk, ADA, lighting, signing and striping

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$3,905,000.00	\$3,429,000.00		\$88,000.00	\$388,000.00

**TOWN OF PARADISE**

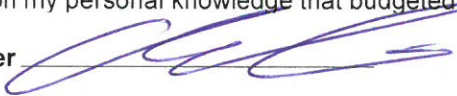
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer \_\_\_\_\_



Date

7/20/18

\$3,429,000.00

TO: <b>STATE CONTROLLER'S OFFICE</b> Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	7/20/2018	Advantage ID <b>0316000095</b>
REQUISITION NUMBER / CONTRACT NUMBER: <b>CT 00449SO31</b>		
FROM: <b>Department of Transportation</b>		
SUBJECT: <b>Encumbrance Document</b>		
VENDOR / LOCAL AGENCY: <b>Town of Paradise</b>		
CONTRACT AMOUNT: <b>\$3,429,000.00</b>		

**Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
14	2017	2660-108-0042	2018	20.30.720.100	2620/0000	<b>\$3,005,000.00</b>
23	2016	2660-108-0042	2017	20.30.720.100	2620/0000	<b>\$195,000.00</b>
10	2015	2660-108-0042	2016	20.30.720.100	2620/0000	<b>\$146,000.00</b>
25	2014	2660-108-0042	2015	20.30.720.100	2620/0000	<b>\$83,000.00</b>

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

**SPECIAL COVENANTS OR REMARKS**

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: [www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.



**SPECIAL COVENANTS OR REMARKS**

- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.
2. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

03-BUT-0-PRDS  
ATPL-5425(031)

07/20/2018

**PROGRAM SUPPLEMENT NO. O31 Rev. 1**  
**to**  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00449S**

**Adv Project ID**                      **Date:** July 20, 2018  
0316000095                      **Location:** 03-BUT-0-PRDS  
   **Project Number:** ATPL-5425(031)  
   **E.A. Number:**  
   **Locode:** 5425

This Program Supplement, effective 05/19/2016, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00449S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/13/15 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

on Almond Street between Pearson and Elliott Road

**TYPE OF WORK:** Pedestrian Walkway project to include curb, gutter, sidewalk, ADA, lighting, signing and striping

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$3,905,000.00		\$3,429,000.00	\$88,000.00	\$388,000.00

**TOWN OF PARADISE**

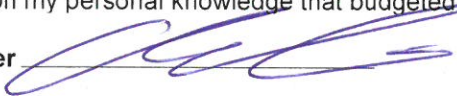
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer \_\_\_\_\_



Date 7/20/18 \$3,429,000.00

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION  
PROGRAM SUPPLEMENT AND CERTIFICATION FORM  
PSCF (REV. 01/2010)

Page \_\_\_\_ of \_\_\_\_

TO: <b>STATE CONTROLLER'S OFFICE</b> <b>Claims Audits</b> <b>3301 "C" Street, Rm 404</b> <b>Sacramento, CA 95816</b>		7/20/2018	Advantage ID <b>0316000095</b>
REQUISITION NUMBER / CONTRACT NUMBER: <b>CT 00449SO31</b>			

FROM: **Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY: **Town of Paradise**

CONTRACT AMOUNT: **\$3,429,000.00**

**Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
14	2017	2660-108-0042	2018	20.30.720.100	2620/0000	<b>\$3,005,000.00</b>
23	2016	2660-108-0042	2017	20.30.720.100	2620/0000	<b>\$195,000.00</b>
10	2015	2660-108-0042	2016	20.30.720.100	2620/0000	<b>\$146,000.00</b>
25	2014	2660-108-0042	2015	20.30.720.100	2620/0000	<b>\$83,000.00</b>

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SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

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This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

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Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

**SPECIAL COVENANTS OR REMARKS**

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: [www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

**SPECIAL COVENANTS OR REMARKS**

- J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.
2. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

03-BUT-0-PRDS  
ATPL-5425(031)

**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
PARADISE AUTHORIZING THE TOWN MANAGER OF THE TOWN OF  
PARADISE OR HER DESIGNEE TO SIGN PROGRAM SUPPLEMENT  
AGREEMENT NO. O32-REV 1 TO THE ADMINISTERING AGENCY-  
STATE AGREEMENT FOR STATE FUNDED PROJECTS  
CORRESPONDING TO PROJECT NO. ATPL 5425 (034).**

**WHEREAS**, the Town of Paradise has received and will continue to receive federal funds for various transportation projects and has entered into an Agency-State Agreement for State Funded Projects with the California Department of Transportation; and,

**WHEREAS**, the State of California through its Department of Transportation (Caltrans) administers the Active Transportation Program (ATP) and selects projects for funding; and,

**WHEREAS**, the Downtown Paradise Equal Mobility Project currently has \$539,000 of state funds allocated to the Project; and,

**WHEREAS**, Caltrans provides Program Supplement Agreements in accordance with Administering Agency-State Agreement for State-Funded Projects, Agreement No. 0049S (Master Agreement), which upon full execution enables the Town of Paradise to request and receive State funds for certain street projects; and,

**WHEREAS**, Caltrans requires the Town of Paradise to execute the Program Supplement Agreement No. O32-Rev 1 for the Downtown Paradise Equal Mobility Project, in order to be eligible to receive State-Aid for eligible project costs; and,

**WHEREAS**, these funds will require that they are managed in accordance with the Caltrans Local Assistance Procedures Manual; and,

**WHEREAS**, the Town Council of the Town of Paradise has approved and agreed to this Program Supplement Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:**

**Section 1.** The Town Manager of the Town of Paradise, or her designee, is hereby authorized to sign said Program Supplement Agreement No. 032—REV 1 on behalf of the Town.

**Section 2.** The Town Clerk shall certify to the passage and adoption of this resolution.



PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14<sup>th</sup> day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Jody Jones, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney

**PROGRAM SUPPLEMENT NO. 032 Rev. 1**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR STATE FUNDED PROJECTS NO 00449S**

**Adv Project ID**                      **Date:** April 20, 2018  
0316000100                      **Location:** 03-BUT-0-PRDS  
**Project Number:** ATPL-5425(034)  
**E.A. Number:**  
**Locode:** 5425

This Program Supplement, effective 05/19/2016, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00449S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 03/13/15 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

**PROJECT LOCATION:**

Along Skyway between Pearson and Elliot Roads.

**TYPE OF WORK:** Remove and replace outdated non-ADA compliant sidewalks and driveways

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$553,000.00		\$539,000.00	\$14,000.00	\$0.00

**TOWN OF PARADISE**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**

**Department of Transportation**

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 4/24/18 \$539,000.00

TO: <b>STATE CONTROLLER'S OFFICE</b> Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	4/20/2018	0316000100
<b>CT 00449SO32</b>		

**Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY: **TOWN OF PARADISE**

CONTRACT AMOUNT: **\$539,000.00**

**Local Assistance**

CHAPTER	STATUTES		YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
25	2014	2660-108-0042	2015	20.30.720.100	2620/0000	\$24,000.00
10	2015	2660-108-0042	2016	20.30.720.100	2620/0000	\$24,000.00
23	2016	2660-108-0042	2017	20.30.720.100	2620/0000	\$491,000.00

ADA Notice

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

**SPECIAL COVENANTS OR REMARKS**

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: [www.dot.ca.gov/hq/audits/](http://www.dot.ca.gov/hq/audits/).

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

**SPECIAL COVENANTS OR REMARKS**

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: AUGUST 14, 2018**

**AGENDA ITEM: 2(e)**

**ORIGINATED BY:** Eric Reinbold, Acting Police Chief

**REVIEWED BY:** Lauren Gill, Town Manager

**Subject:** Award Contract for the Purchase of Police Vehicles

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**COUNCIL ACTION REQUESTED: Adopt a MOTION TO:**

- (1) Authorize the award of the contract for three (3) 2019 Ford Interceptor Utility Vehicles to Folsom Lake Ford, 12755 Folsom Blvd., Folsom, CA 95630; and,
- (2) Authorize the Town Manager to execute all related agreements for the purchase of the three vehicles.

**BACKGROUND:**

In the November 2014 election, Paradise residents adopted Measure C, a half percent sales tax increase that provides additional funding for police, fire, roads, animal control and other Town services. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C fund expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 26, 2018, the Town Council met during a special council meeting and approved the FY 2018/19 budget which included the Measure C Committee's recommendation and expenditure of funds for the purchase of three (3) new police patrol vehicles.

**DISCUSSION:**

To retain vehicles in the Town's patrol fleet that exceed 100,000 miles has proven to increase the Town's maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. The Town is now in the fortunate position, due to the passing of Measure C, to purchase police vehicles to replace these high mileage vehicles.

As a result of the approved budget, Requests for Proposals were sent out for new Ford Police Utility Interceptor vehicles with a bid opening date of August 1, 2018, at 1:00 PM. On August 1, 2018, at 1:00 PM the bids were opened at the Clerk's Office. A total of three (3) responsive qualifying bids were received.



<b>Bid No.</b>	<b>Bidder's Name</b>	<b>Base Bid Amount</b>
1	Folsom Lake Ford, Folsom, CA	\$97,369.76
2	Gridley Country Ford, Gridley, CA	\$97,980.93
3	Towne Ford, Redwood City, CA	\$98,552.85

Folsom Lake Ford was the low bidder at \$32,456.59 for each vehicle (\$97,369.77 for three (3) vehicles, including taxes and fees).

**FINANCIAL IMPACT:**

The purchase of three vehicles will cost a total of \$97,369.77, which would be financed with a five (5) year lease/purchase agreement. The financing lease agreement will be brought forward for Town Council approval separately in the coming months. An acceptance of the bid and an order of the vehicles by August 21, 2018, locks in a lower price on the current year model. After August 21, 2018, 2019 MY Ford Explorer Utility vehicles will no longer be available for order. Payment of the purchase price for the three (3) vehicles is not required until the vehicles are delivered, which will be in about three months. The lease payment will be funded by Measure C funds, and is included in the 2018/19 budget.



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 • 24-Hour (530) 872-6161 • FAX (530) 872-4950

## BID SUMMARY GENERAL

**PROJECT NAME:** (3) POLICE PATROL VEHICLES

**OPENING DATE:** WEDNESDAY AUGUST 01, 2018 @ 1:00 PM

**LOCATION:** TOWN CLERK'S OFFICE

CONTRACTOR NAME OF BIDDER	BASE BID (PER CAR)	ALTERNATE 1 (IF APPLICABLE)	TOTAL
Gridley Country Ford			97,980. <sup>93</sup>
Enterprise Fleet mgmt (2018 my VEHICLES)			141,136. <sup>05</sup>
Folsom Lake Ford			97,369. <sup>76</sup>
Towne Ford Redwoods City	32,850. <sup>95</sup>		98,552.85
ENTERPRISE FLEET MANAGEMENT (2019 VEHICLES)			147,565.41

**PRESENT AT OPENING:**

Lt. Borgman  
Dina Volenski

# FOLSOM LAKE FORD

## THE FORD SOURCE

12755 FOLSOM BLVD. • FOLSOM, CA 95630 • (916) 353-2000

DANIEL A. RAIMONDI  
Fleet Director

EXHIBIT

(916) 353-2000, Ext. 376  
Toll Free 1-800-655-0555  
Cell. (916) 825-1622  
Fax (916) 353-2078

2019 ORDER-14-16 WEEKS

FINAL ORDERS DUE 9/21/2018

BUILD WILL BE ON FIRST IN BASIS-NO ROLL OVERS

7/17/2018

K8A	4DR AWD POLICE	
	.112.6" WB	
UM	AGATE BLACK	
YZ	POLICE WHITE	\$30,114.00
9	CLTH BKTS/VNL R	\$ 2,333.84 TAX @ 7.75%
W	EBONY BLACK	\$ 8.75 CA TIRE FEE
500A	EQUIP GRP	
	.PREM SINGLE CD	
99R	.3.7L V6 TIVCT	\$32,456.59 EACH DELIVERED
44C	.6-SPD AUTO TRAN	X 3 UNITS
52P	DR LOCK PLUNGER	
	CA BOARD FEES	
17A	AUX CLIMATE CTL	\$97,369.77
17T	CARGO DOME LAMP	
18D	GBL LOCK/UNLOCK	
18W	RR WINDOW DEL	
422	CALIF EMISSIONS	
43D	COURTESY DISABL	
47A	ENGINE IDLE	
51V	SPTLMP LED DUAL	
53M	SYNC SYSTEM	
549	PWR MIRR HTD	
59E	KEY CODE 1435X	
60A	GRILL WIRING	
60R	NOISE SUPPRESS	
61S	CONFIG STR WHL	
76D	DEFLECTOR PLATE	
76R	REVERSE SENSING	
86T	RR TAILLAMP HSG	
87R	RR VIEW MIR/CAM	
91A	VINYL PACKAGE 1	
153	FRT LICENSE BKT	



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 • 24-Hour (530) 872-6161 • FAX (530) 872-4950

## Town of Paradise Bid Form

VEHICLE INFORMATION	Price
Type of Vehicle (s): (3) new Ford Police Interceptor Utility Vehicles (Exhibit showing proposed equipment and features, attached)	\$ 90,342.00
Tax and Delivery (Town of Paradise sales tax is 7.75%) CA TIRE FEE \$26.25	\$ 7,027.76
FOB Location: 5595 Black Olive Drive, Paradise, CA 95969	
<b>GRAND TOTAL</b>	<b>\$ 97,369.76</b>

### Commercial References:

- 1) California Highway Patrol
- 2) California Department of General Services
- 3) County of Sacramento

### Submitted by:

*Daniel A. Raimondi*

DANIEL A. RAIMONDI FLEET DIRECTOR

Signature

7/17/2018

Date

### Business Name/Address/Phone Number:

Business Name: Folsom Lake Ford

Address: 12755 Folsom Blvd, Folsom, CA, 95630

Telephone Number: 916-351-4246



**TOWN OF PARADISE  
Council Agenda Summary  
Date: August 14, 2018**

**Agenda No. 2(f)**

**ORIGINATED BY:** David Hawks, Division Chief

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Paradise Fire Department Reserve Engines

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**COUNCIL ACTION REQUESTED:** 1. Authorize the Paradise Fire Department to remove Sutphen Engine 81 from its listing for sale and return it to use as a reserve engine in the Department's fleet; and, 2. Adopt Resolution No. 18-32 declaring a certain fire vehicle to be surplus property; and, 3. Authorize the Town Manager to surplus the Pierce Dash Engine 83.

**Background:** At its December 13, 2016 meeting the Town Council authorized the purchase of a Type 1 Pierce Enforcer Engine. At that same meeting the council declared the 2008 Sutphen fire engine, Engine 81, as surplus and authorized the Town Manager to enter in to an agreement with a national fire engine broker to sell the engine. The money from the sale was to be used to help offset the cost of the new engine.

The Paradise Fire Department readied and listed the engine for sale with a national fire engine broker, Brindlee Mountain Fire Apparatus LLC in March of 2017. After roughly a year and a half, and after reducing the price from \$200,000 to \$150,000 there has been few inquiries and no interest in purchasing the engine; moreover, the engine continues to depreciate as it sits idle.

During the summer of 2017, the Town rented Sutphen Engine 81 to CAL FIRE for local station coverage earning the Town \$83,374 (In total, the Town received \$190,000 from equipment rental to the state during the 2017/18 fiscal year). In addition, CAL FIRE provided personnel budget savings in 2017/18 of \$83,687 (some of which will be used to replace the roof at Station 82 and purchase some SCBA buddy breathers). To date, all but \$9,119 of the amounts taken from the Asset Replacement and Repairs Fund for the purchase of new Engine 81 have been replaced as shown below:

\$175,306	Amount removed to purchase new Engine
(83,374)	Rental of Sutphen Engine 81
(31,626)	Rental of other fire equipment
<u>(51,187)</u>	CAL FIRE personnel contract savings
\$9,119	Remaining balance for engine purchase

**Discussion:** The value of Sutphen Engine 81 as a reserve engine to the Paradise Fire Department is greater than its apparent low resale value on the used market for fire apparatus. The current front line fleet of the Paradise Fire Department consists of two new Pierce Enforcer fire engines, E82 in service September 2016 and E81 in service January 2018.

The Town currently has two reserve type 1 fire engines, E281 and E83 as well as Sutphen E81 (pictured below). E83 is a 1989 Pierce Dash Fire engine, its sister engine was sold by the Town in April 2016 to the Butte College Fire Academy. This engine is nearly 30 years old and while still operable is becoming more difficult to keep operational due to its age and the limited availability of parts. It is questionable if there is any resale or scrap value in E83. Therefore, it

should be taken out of service. E281 is a 2002 Pierce Saber fire engine that is currently in service as a reserve engine.

Because of the inability to sell Sutphen Engine 81 and its apparent low resale value, the Fire Chief is recommending retaining this engine and placing it in the reserve fleet along with E281 providing the Town with two quality reserve engines available to the Department when needed and that could be rented to the state and federal agencies for firefighting during the fire season.

**Fiscal Impact Analysis:** The fiscal impact to the Town, includes the loss of potential sales revenue to the Town of \$150,000 (or less) minus a 5% brokerage fee if a buyer is eventually found. The fiscal impacts also include the potential to rent this engine to the state and federal agencies for use during the fire season. As stated below, E81 was rented to CAL FIRE during the 2017 fire season for a total of \$83,374. Past revenue earned is not necessarily indicative of future earnings; however, there is a good chance that there will be significant earnings over time. The Town has committed to placing any rental income exceeding \$75,000 in a fiscal year in the Asset Replacement and Repairs Fund for future fire apparatus replacement.



**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DECLARING A CERTAIN FIRE VEHICLE TO BE SURPLUS PROPERTY**

**WHEREAS**, the Town of Paradise wishes to dispose of a certain fire department vehicle that is no longer functional or necessary to the Town's operations through public auction, internet sale, salvage or other legal method.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Paradise as follows:

Section 1. Pursuant to Paradise Municipal Code Section 2.45.130, the Town hereby declares the following vehicle as surplus property:

- 1989 Pierce Dash Fire Engine (E-83) VIN: 44KFT4283RWZ17871

Section 2. Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property through public auction, internet sale, salvage or other legal method.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 14th day of August, 2018, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Jody Jones, Mayor

**ATTEST:**

**BY:** \_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
Dwight L. Moore, Town Attorney



**Town of Paradise  
Council Agenda Summary  
Date: August 14, 2018**

**Agenda Item: 2(g)**

**Originated by:** Dina Volenski, Town Clerk  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Approve appointment of Council Member Zuccolillo to the Butte Countywide Homeless Continuum of Care Board

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**Council Action Requested:** Approve appointment of Town Council Member Mike Zuccolillo to the Butte Countywide Homeless Continuum of Care Board as a representative from the Town of Paradise

**Background:** The Butte Countywide Homeless Continuum of Care (CoC) is a multi-agency planning body with the common goal of ending homelessness. The goal of the committee is to be accomplished by assisting individuals and families experiencing homelessness receive rapid, adaptive, quality services which lead to the long-term stability of permanent housing and self-sufficiency.

**Discussion:** The CoC is comprised of 20 voting members and has at least one person who is homeless or formerly homeless, a diverse list of CoC-elected service representatives, and at least one assigned representative from each locality coalition (Butte County, Chico, Gridley/Biggs, Oroville and Paradise). The Board meets on the 3<sup>rd</sup> Monday of each month from 1:00 p.m. – 3:00 p.m. at the Housing Authority of the County of Butte Office. The Town of Paradise position for the 2018-2019 year is currently vacant and Town Council Member Mike Zuccolillo has volunteered to represent the Town of Paradise on the Board.

**Fiscal Impact Analysis:** None





**Town of Paradise  
Council Agenda Summary  
Date: August 14, 2018**

**Agenda Item: 2(h)**

**Originated by:** Eric Reinbold, Acting Police Chief  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Award Contract for the Purchase of Police Vehicle Emergency Equipment and Mobile Data Computers (MDC)

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**COUNCIL ACTION REQUESTED: Adopt a MOTION TO:**

- (1) Authorize the Police Department to award the Police Vehicle Emergency Equipment and Mobile Data Computer (MDC) contracts to Lehr Auto Electric, 4707 Northgate Blvd., Sacramento, CA 95834.
- (2) Authorize the Town Manager to execute all related Contracts for the Police Vehicle Emergency Equipment and the MDC's.

**BACKGROUND:**

In the November 2014 election, Paradise residents adopted Measure C, a half percent sales tax increase that provides additional funding for police, fire, roads, animal control and other Town services. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C fund expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 26, 2018, the Town Council met during a special council meeting and approved the FY 2018/19 budget which included the Measure C Committee's recommendation and expenditure of funds for the purchase of three (3) new police patrol vehicles and the required additional equipment.

**DISCUSSION:**

As a result of the approved budget, the Town received a competitively bid price of \$12,804.56 for three Panasonic Toughbook CF-31 ruggedized laptops to replace old MDCs in vehicles already in the fleet. This price was obtained through a contract competitively bid by the State of Minnesota and extended to California public agencies through the National Association of State Procurement Officials (NASPO) and the California Department of General Services.

The Town also received a competitively bid price of \$49,176.96 to purchase the emergency equipment required to prepare the three new patrol vehicles for service. The price was obtained through contracts competitively bid by the County of Placer for emergency equipment. This price also includes the cost of the three (3) additional

Panasonic Toughbook CF-31's required for the new vehicles, obtained through the competitively bid NASPO contract.

The County of Placer emergency equipment contract was awarded to Lehr Auto Electric of Sacramento, and Lehr is a qualified vendor for the MDC's under the NASPO contract. These contracts allow for other public agencies to utilize them with no additional fees charged. These competitively bid contracts cover the purchase of the equipment necessary to continue with the Town's policy of fleet uniformity to insure the interchangeability of parts, interoperability of maintenance tools, hardware and software, as well as the uniform operation of the entire fleet to reduce employee training and improve officer safety.

Pursuant to Paradise Municipal Code section 2.45.070D, the Town authorizes the purchase of equipment and supplies through cooperative purchasing arrangements with other public entities, instead of a Town competitive bid. The Placer County contract and the California Department of General Services/NASPO contract qualify as such.

By utilizing the cooperative purchasing contracts, the Town assures increased efficiency of staff time in multiple ways. Town staff does not have to prepare, distribute, process and evaluate bids from various bidders. Additionally, staff time is saved in the ongoing use and maintenance of the equipment because the critical equipment covered by these competitively bid contracts is the same as and is interchangeable with the equipment utilized by the Paradise Police Department throughout the Patrol vehicle fleet. This allows maintenance staff to be competent in the programming and maintenance of a single line of equipment, and only requires the stocking of parts to repair a single line of equipment. In the future, if cars become unserviceable, the equipment covered by these competitively bid contracts will be interchangeable with the equipment on the other vehicles already in the fleet and the equipment provides for uniform operation of the equipment for the end-user.

### **FINANCIAL IMPACT:**

The purchase of the police vehicle equipment necessary to outfit three (3) patrol vehicles under the Placer County contract and the three (3) MDC's for the new Patrol vehicles under the NASPO contract will cost a total of \$49,176.96, which will be paid using a five (5) year lease. The lease payment will be funded by Measure C funds.

The purchase of the three (3) additional MDC's to replace aging MDC's currently in the vehicle fleet under the NASPO contract will cost a total of \$12,804.56. This cost will be funded by the Traffic Offender Impound Fund to replace aging MDC's in older Patrol Vehicles.

A request for proposal for the lease/purchase or financing of the three (3) police vehicles and above detailed equipment is in process and will be brought forward to Town Council for consideration and approval at the September 11, 2018 meeting.



# Sales Quote

Page: 1

4707 Northgate Blvd Sacramento, CA 95834  
 Phone: 916-646-6626 Fax: 916-646-6656

Quote Number: 13049  
 Document Date: 7/25/2018  
 Terms: Net 30  
 Payment Method:

Sell Paradise Police Department  
 To: 5595 Black Olive Drive  
 Paradise, CA 95969  
 USA  
 Phone: 530-872-6247

Ship Paradise Police Department  
 To: 5595 Black Olive Drive  
 Paradise, CA 95969  
 USA  
 Phone:

Ship Via Ship from Warehouse  
 Location: Lehr - Sacramento  
 Blanket PO:

Customer ID 55980  
 SalesPerson Steve Adair

**Vehicle Information:**

Item No.	Description	Category	Quantity	Unit Price	Total Price
IH8RRBB	48" Liberty II Center Opt, Red & Blue,TA, TD12, AL	WHELENLB	3	1,850.00	5,550.00
795H	EMITTER	WHELEN	3	1,245.30	3,735.90
IJ795HT	795 MNT W/ TDS	WHELEN	3	91.70	275.10
STPKT83	STRAP KIT	WHELEN	3	57.00	171.00
SA315P	SIREN SPEAKER	WHELENPR	3	150.00	450.00
SAK52	SPEAKER BRACKET-DRIVER'S SIDE	WHELENPR	3	24.60	73.80
CCSRNTA3	CenCom Sapphire w/ TA Connector, 18 Button CH	WHELEN	3	550.00	1,650.00
VTX609R	VERTEX SUPER LED-RED	WHELENPR	6	65.00	390.00
VTX609B	VERTEX SUPER LED-BLUE	WHELENPR	6	65.00	390.00
VTXFB	VERTX BEZEL BLACK	WHELEN	12	5.22	62.64
TLIA	ION T AMBER	WHELEN	3	81.00	243.00
TLIB	ION T BLUE	WHELEN	3	81.00	243.00
03-0211	PI UTILITY HARNESS-FRONT MOUNTED	PATROLPO	3	695.00	2,085.00
SSFFP16	HEADLIGHT FLASHER	WHELEN	3	77.40	232.20
BK2017ITU16	PB450L2 UTIL	SETINALTP	3	589.77	1,769.31
PK0369ITU12TMSCA	8VS RP COATED	SETINA	3	584.25	1,752.75
GK10301S1USSCAXL	DUAL WEAPON MNT	SETINA	3	321.75	965.25
WK0514ITU12	WINDOW GUARDS	SETINA	3	171.75	515.25
DK0100ITU12	DOOR PANELS VS TPO PLASTIC INSTALLS OVER OEM PANEL	SETINA	3	194.25	582.75
SUVIC1311	SEAT/SCREEN C/B	AEDEC	3	953.04	2,859.12
TK0230ITU12	CARGO BOX LFC-LIFT/FIXED/COMBO BSN- BASE/SLD/NO LOC	SETINA	3	981.75	2,945.25
TPA9289	LOWER RADIO TRAY	SETINA	3	286.50	859.50
TK2234ITU12	FREE STANDING CARGO BRKT KIT 12-* PI SUV	SETINA	1	66.75	66.75
C-VS-0812-INUT-1	UTILITY CONSOLE	HAVIS	3	336.41	1,009.23
C-MD-119	11" SLIDE ARM	HAVIS	3	231.44	694.32
DS-PAN-112-2	DEVMT, DOCKST, PAN, 30, 31, LIND, (2)HGANT	HAVIS	3	932.57	2,797.71
C-EB40-CCS-1P	FACE PLATE 1 PC	HAVIS	3		
C-EB25-MRD-1P	FACE PLATE 1 PC	HAVIS	3		
C-LP-3	2" FACE PLATE W/ 3 LIGHTER PLUG OUTLETS	HAVIS	3	32.34	97.02
C-CUP2-I	CON,ACSY,CUPHLD	HAVIS	3	30.87	92.61
C-FP-2	PLT,2MS,	HAVIS	3		
C-FP-35	PLT,3.5MS,	HAVIS	3		



Sales Quote

4707 Northgate Blvd Sacramento, CA 95834
Phone: 916-646-6626 Fax: 916-646-6656

Quote Number: 13049
Document Date: 7/25/2018
Terms: Net 30
Payment Method:

Sell Paradise Police Department
To: 5595 Black Olive Drive
Paradise, CA 95969
USA
Phone: 530-872-6247

Ship Paradise Police Department
To: 5595 Black Olive Drive
Paradise, CA 95969
USA
Phone:

Ship Via Ship from Warehouse
Location: Lehr - Sacramento
Blanket PO:

Customer ID 55980
SalesPerson Steve Adair

Vehicle Information:

Table with 6 columns: Item No., Description, Category, Quantity, Unit Price, Total Price. Rows include LF18TSB-LED, MMSU-1, AP-CG-Q-S11-BL, CF-3117-02KM, F, and CA FEE.

Public Sector Specific - Elite, Win10 Pro COA, Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Fingerprint, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping and Disk Image Management at the Panasonic National Service Center (Years 1,2,3), CF-SVCLTNF3Y - Protection Plus - Laptop (Years 1, 2 &3), CF-SVCHDD3Y - SSD/HDD - No return of defective drive (Years 1, 2 & 3)"

Amount Subject to Sales Tax 45197.31
Amount Exempt from Sales Tax 702.85

Subtotal: \$45,900.16
Total Sales Tax: \$3,276.80

Total: \$49,176.96



# Sales Quote

Page: 1

4707 Northgate Blvd Sacramento, CA 95834  
Phone: 916-646-6626 Fax: 916-646-6656

Quote Number: 13113  
Document Date: 8/1/2018  
Terms: Net 30  
Payment Method:

Sell Paradise Police Department  
To: 5595 Black Olive Drive  
Paradise, CA 95969  
USA  
Phone: 530-872-6247

Ship Paradise Police Department  
To: 5595 Black Olive Drive  
Paradise, CA 95969  
USA  
Phone:

Ship Via Ship from Warehouse  
Location: Lehr - Sacramento  
Blanket PO:

Customer ID 55980  
SalesPerson Steve Adair

### Vehicle Information:

Item No.	Description	Category	Quantity	Unit Price	Total Price
CF-3117-02KM	CF-31 PS ELITE	PANASONI	3	3,975.00	11,925.00
NASPO	MNWNC-124	PANASONI	1		
CA FEE	Recycle Fee	OTHER	3	5.00	15.00

### CF-31

"Public Sector Specific - Elite, Win7 (Win10 Pro COA), Intel Core i5-5300U 2.30GHz, vPro, 13.1" XGA Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Fingerprint, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred., 3 Year ProService Premier Deployment Service, Laptop ProPlus Warranty, and 256 SSD no return service."

Amount Subject to Sales Tax 11925.00  
Amount Exempt from Sales Tax 15.00

**Subtotal: \$11,940.00**  
Total Sales Tax: \$864.56

**Total: \$12,804.56**

County of Placer  
**BLANKET PURCHASE ORDER**

BP023459  
Page 1 of 2



Department of Administrative Services  
Procurement Services Division  
2964 Richardson Drive  
Auburn, CA 95603  
Phone (530) 886-2122

*Please reference the above number on all invoices and correspondence related to this order.*

**Duplicate Blanket Purchase Order**  
**97 - 2018 - BP023459**

**Date Issued: 8/23/17**

<b>Vendor:</b> 32955 - 001 STOMMEL INC dba LEHR AUTO ELECTRIC 4707 NORTHGATE BLVD  SACRAMENTO, CA 95834-	<b>Send Invoices to:</b> Multiple Departments Contact each department for billing instructions for each account -, CA -  Phone: (530) 000-0000
Direct all questions regarding this agreement to: <b>Buyer:</b> Javier Terrazas Phone: 530-889-4252 <b>FOB Point:</b> Destination - Frt ppd & assumed by vndr <b>Payment Terms:</b> Net 30 Days	<b>Effective Date:</b> 10/1/17 <b>Expiration Date:</b> 9/30/18  <b>Total Purchases shall not exceed: \$ 225,000.00</b>

This blanket purchase order shall be governed by the attached terms and conditions.

**Description:**

Commodity Code: 928-15

Patrol vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew BP022836 and their response to Placer County Bid No. 10385 - see attached for pricing, terms, and conditions.

**CONTACTS:**

Vendor Contact: Jim Stommel, Ph. #916-646-6626, Fax #916-646-6656, E-mail: jim@lehrauto.com

**Placer County Contacts:**

Probation Dept. Contact (Orders and Billing): Chris Artim, Ph. #530-889-7912

Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865

Placer County Billing: Lisa Lentz, Ph. #530-889-6919

This represents the third of three optional one-year renewals which were approved by the Board of Supervisors on October 21, 2014.

**Departments authorized to use this agreement:**

Multiple Departments, indicated be

Probation Department

Sheriff-Coroner-Marshal

# BLANKET PURCHASE ORDER

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**Special Instructions:**

<Requisition No.97 -2018-RQ062809>  
<Replaces BP022836>  
<Third Renewal of Bid No. 10385>

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**Brett Wood, Purchasing Manager**

By: *Brett M Wood*



**COUNTY OF PLACER**  
ADMINISTRATIVE SERVICES DEPARTMENT  
**Procurement Services Division**  
2964 Richardson Drive, Auburn, CA 95603

**INVITATION FOR BIDS OR PRICE QUOTES**  
**GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

**WARNING:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <http://www.placer.ca.gov/admin/procurement/openbids>. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County [EBid](#) System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County [EBid](#) System shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the [EBid](#) System or obtained from [Procurement Services](#). Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

**WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.**

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.



6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
7. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
8. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
9. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
10. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
11. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
12. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
13. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
15. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
17. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
18. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at:  
<http://www.placer.ca.gov/Departments/Admin/Procurement/LocalVendorPref.aspx>
19. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more.
20. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
21. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
22. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.
23. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
24. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
25. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

26. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

**- - End of General Terms and Conditions - -**



## Placer County

### Tabulation Report IFB #10385 - Patrol Vehicle Equipment, Supplies, and Installation Services Vendor: Lehr Auto Electric

Code	Name	Requested Brand	Alternative Brand	Item Vendor Reference #	Unit Price	Qty.	Unit	Total Price	Notes	Attachments
Line 1	Total Bid Amount				\$78,607.75	1	TOTAL	\$78,607.75		

**General Comments:**

**General Attachments:** LEHR 10385 Attachment D - Bid Pricing Worksheets.xls

**COUNTY OF PLACER  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

**SUPPLEMENTAL TERMS AND CONDITIONS**

**1. REQUIRED DOCUMENTS**

Bidders shall complete all yellow fields in the documents listed below, which are documents that need to be downloaded, completed (offline), and then uploaded as part of your electronic response, or follow the instructions in Section 2 below, to be considered for award. Bids which are missing the required response attachments may be rejected as non-responsive.

Attachment A – Supplemental Terms and Conditions (informational only)  
Attachment B – Scope of Work (informational only)  
Attachment C – Insurance Requirements (informational only)  
Attachment D – Bid Pricing Worksheets  
Attachment E – Lightbar Configuration (informational only)

**2. HARD COPY BID RESPONSES**

Bidders wishing to submit a hard copy bid will need to complete the attachment titled “**Hard Copy Bid Cover Sheet**”, and submit it along with the other required documents listed in Section 1 above. Bidders shall submit their hard copy bid response in a sealed envelope that clearly identifies the bid number, title, and closing date and time to the Procurement Services Division, 2964 Richardson Drive, Auburn, CA, 95603, between the hours of 8:00 am and 5:00 pm (Pacific), Monday through Friday (excluding County holidays), prior to the close date and time specified in this bid solicitation.

**3. OVERVIEW**

Placer County intends to award one or more blanket purchase orders for the purchase of patrol vehicle equipment and supplies as well as equipment installation services on an as-needed basis for the County’s fleet of law enforcement vehicles and equipment on behalf of the Placer County Sheriff’s Office. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County’s estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

**4. NON-MANDATORY VEHICLE INSPECTIONS**

Interested bidders who wish to view a County vehicle in-person and get a better understanding of what services are required to complete the work described herein shall contact Matt Burgans for a viewing appointment at (530) 889-7865. This pre-bid visit is not mandatory, although interested bidders are highly encouraged to schedule a viewing appointment to better understand the nature of the work required in this bid. Failure to schedule and attend a viewing of a County vehicle shall not relieve any bidder from their responsibility to successfully perform the work described herein.

## 5. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the patrol vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

All bidders shall complete and return **Attachment D – Bid Pricing Worksheet**. The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in **Attachment D** shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

## 6. AWARD

**6.1.** This bid shall be evaluated and awarded by category or on an all-or-none basis, whichever is in the County's best interest. The bid evaluation will consider the total cost to install the patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 patrol vehicle for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

**6.2.** An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

- 6.3. Other public agencies may elect to “piggyback” on the County’s resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid’s General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

## 7. DELIVERY REQUIREMENTS

- 7.1. Bidder’s pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff’s Office  
2929 Richardson Drive, Ste. A  
Auburn, CA 95603

- 7.2. The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor’s normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.
- 7.3. If the County’s orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid’s General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

## 8. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder’s completed **Attachment D – Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD’s, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer’s list price, the bidder’s offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff’s Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder’s/manufacturer’s published catalog/list prices that occur during the contract period.

## 9. INSURANCE REQUIREMENTS

The successful bidder(s) shall furnish evidence of insurance, including required endorsements, to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in **Attachment C, Placer County Insurance Requirements**, within ten (10) calendar days following receipt of a Notice of Intent to Award.

THE PROOF OF INSURANCE SHALL INCLUDE A SEPARATE ENDORSEMENT FORM(S) CONTAINING THE EXACT ENDORSEMENT LANGUAGE SPECIFIED IN SECTION 5.0 OF THE ATTACHED INSURANCE REQUIREMENTS, AND SHALL INCLUDE THE GENERAL LIABILITY POLICY NUMBER. BLANKET ENDORSEMENT FORMS MAY BE REJECTED.

Failure to comply with the County's insurance and endorsement requirements will result in the disqualification of your bid. All costs of complying with the insurance AND endorsement requirements shall be included in your bid pricing. Bidders are strongly advised to read **Attachment C, Placer County Insurance Requirements**, prior to submitting a bid. Bidders are NOT required to submit proof of insurance with their bid responses.

## 10. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

## 11. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's patrol vehicle equipment including the County's inventory of repair/replacement parts as well as officer training issues, bids will only be accepted for the brand and model patrol vehicle equipment and supplies specified in **Bid Attachment D**.

## 12. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for patrol vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

## 13. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.



**COUNTY OF PLACER  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

**SCOPE OF WORK**

- 1.0** The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles and equipment. Responding firms shall have staff experienced in the installation of law enforcement radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.
- 2.0** The successful bidder shall be qualified and capable of performing equipment installation services on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats.
- 3.0** Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.
- 4.0** In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.
- 5.0** The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.
- 6.0** The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
- 7.0** The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of

correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

- 8.0** The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.

## **PLACER COUNTY INSURANCE REQUIREMENTS**

### **1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

### **2. INSURANCE:**

CONTRACTOR shall file with the PLACER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to PLACER COUNTY, with a Best's Rating of no less than A:VII showing.

### **3. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against PLACER COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

If the CONTRACTOR has no employees and is exempt from carrying Worker's Compensation Insurance, the following language shall apply:

"CONTRACTOR represents they have no employees and, therefore, is not required to have Workers Compensation coverage. CONTRACTOR agrees they have no rights, entitlements or claim against PLACER COUNTY for any type of employment benefits or workers' compensation or other programs afforded to PLACER COUNTY employees."

**4. GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PLACER COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by PLACER COUNTY as noted above. In no cases shall the types of policies be different.

5. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**6. AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**7. ADDITIONAL REQUIREMENTS:**

Premium Payments - The insurance companies shall have no recourse against PLACER COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish PLACER COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PLACER COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PLACER COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder Information - Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on the insurance certificates and related documents shall read as follows:

County of Placer  
c/o Ebix RCS  
PO Box 257  
Portland, MI 48875-0257

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review. The County will forward those documents to Ebix RCS on your behalf.

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

<b>Vendor Name:</b> (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	<b>INSTRUCTIONS:</b> • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
<b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided.	Discount of <u> 0 </u> % for invoices paid within <u> </u> days, or Net <u> 30 </u> .	<b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.
<b>Delivery / Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
<b>CATEGORY 1 - PATROL VEHICLE EQUIPMENT AND SUPPLIES</b>									
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	1,425.00	21,375.00	5 Years	
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	50.00	750.00	2 Years	
1.3	CenCom Sapphire Siren with amplifier control module with pigtailed, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRNTA3	550.00	8,250.00	2 Years	
1.4	Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH07	240.00	3,600.00	5 Years	
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	875.00	13,125.00	5 Years	
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	550.00	8,250.00	5 Years	
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	64.35	965.25	1 Year	
1.8	Ratchet Lock	EA	15	Santa Cruz	SC-5H	100.10	1,501.50	1 Year	
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	58.50	1,755.00	1 Year	
1.10	Siren Speaker	EA	15	Whelen	SA315P	150.00	2,250.00	2 Years	
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	20.00	300.00	2 Years	

ok



County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

<b>Vendor Name:</b> (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	<b>INSTRUCTIONS:</b> • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
<b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided.	Discount of <u> 0 </u> % for invoices paid within <u> </u> days, or Net <u> 30 </u> .	<b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.
<b>Delivery / Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of our every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.12	Plug In Headlight Flasher for 2007 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	62.40	936.00	5 Years	
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	65.00	2,925.00	5 Years	
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	65.00	2,925.00	5 Years	
1.15	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	50.00	750.00	5 Years	
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	50.00	750.00	5 Years	
1.17	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	7.50	225.00	2 Years	
1.18	Chargeguard-Select Auto Shut-Off Timer	EA	15	Havis Inc.	CG-X	68.00	1,020.00	3 Years	
1.19	Littlite 12" Gooseneck Lamp with Rehostat Control, Gooseneck Extends From End of Chassis, Lead Extends From Bottom of Chassis.	EA	15	Federal Signal	LF12ERB	41.40	621.00	5 Years	
1.20	Patrol Vehicle "Placer" Console, consisting of the following components:	EA	12	Lehr Auto Electric	PCC001	389.00	4,668.00	5 Years	
	Arm Rest w/2" Extension	EA	1	Lehr Auto Electric	PARM002TALL	112.80			
	Arm Rest Pad	EA	1	Lehr Auto Electric	PARP	46.00			
	XTL2500 3" Faceplate	EA	1	Troy Products	FP-MXTL5000	28.00			
	Cencom 4" Faceplate	EA	1	Troy Products	FP-WC10285909	28.00			
	1" Blank	EA	1	Troy Products	FP-BLNK1	7.00			
	2" Blank	EA	1	Troy Products	FP-BLNK2	7.00			
	4" Beverage Holder	EA	1	Troy Products	AC-INBHG	36.00			
	Mount Kit	EA	1	Troy Products	AC-FST2000	71.40			

OK

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

<b>Vendor Name:</b> (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	<b>INSTRUCTIONS:</b> - Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).
<b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided.	Discount of <u> 0 </u> % for invoices paid within <u> </u> days, or Net <u> 30 </u> .	<b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.
<b>Delivery / Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal	

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
	DESCRIPTION			Indicate the Percent Discount off List Price for the Product Categories Specified Below	County's Estimated Annual Expenditures	Discount Off Estimated Annual Expenditures	Total Amount		COMMENTS
1.22	Discount off list price for <u>Havis Inc.</u> products not specified above.			30.00%	100.00	30.00	70.00		
1.23	Discount off list price for other <u>Troy Products</u> not specified above.			32.00%	100.00	32.00	68.00		
1.24	Discount off list price for other <u>SoundOff</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.25	Discount off list price for other <u>Federal Signal</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.26	Discount off list price for other <u>Setina</u> products not specified above.			25.00%	100.00	25.00	75.00		
1.27	Discount off list price for other <u>Cole Hersee</u> products not specified above.			57.00%	100.00	57.00	43.00		
1.28	Discount off list price for other <u>Whelen Engineering</u> products not specified above.			40.00%	100.00	40.00	60.00		
1.29	Discount off list price for other <u>Santa Cruz Gunlocks</u> products not specified above.			35.00%	100.00	35.00	65.00		
1.30	Discount off list price for other <u>Laguna 3P Manufacturing</u> products not specified above.			15.00%	100.00	15.00	85.00		
					<b>SUBTOTAL FOR CATEGORY 1:</b>		77,527.75		
ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
	<b>CATEGORY 2 - PATROL VEHICLE INSTALLATION SERVICES</b>								

County of Placer  
PATROL VEHICLE EQUIPMENT AND INSTALLATION SERVICES  
BID PRICING WORKSHEET

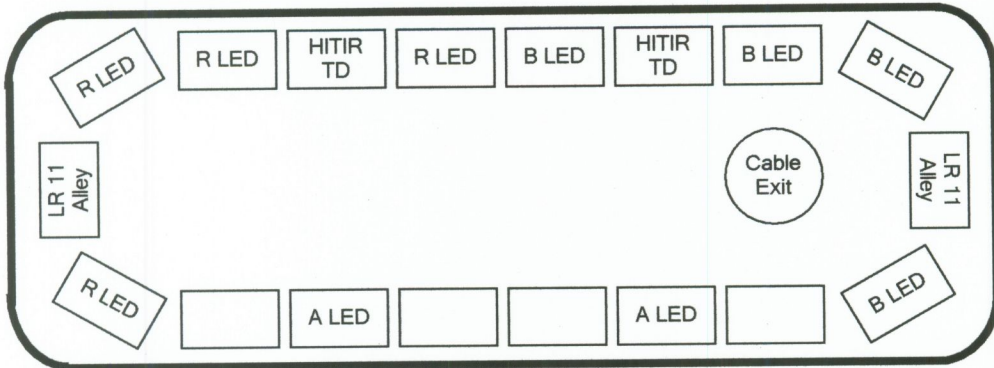
<b>Vendor Name:</b> (Enter your Company Name here)	LEHR AUTO ELECTRIC 4707 Northgate Blvd Sacramento, CA. 95834	<b>INSTRUCTIONS:</b> • Enter the Unit Price and Warranty Information for all items highlighted in Yellow or type the words "No Bid" to submit a no-bid response. • Note difference in package size and other variables in "Comments" section. • Indicate discount off manufacturer's list price for items not listed at the bottom of each Category (as highlighted in Yellow).							
<b>Invoice Terms:</b> Bidders shall enter their payment terms in the space provided.	Discount of <u>0</u> % for invoices paid within _____ days, or Net <u>30</u> _____.	<b>NOTE:</b> The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by the bidder. Refer to Section 19 of this bid's General Terms and Conditions for further details on the County's payment policy.							
<b>Delivery / Turnaround Time:</b> Bidders shall indicate their delivery time (after an order is received) for one or more of the items specified in this bid and the normal turnaround time for a fully installed patrol vehicle in the space provided.	DELIVERY TIME: 2- 21 Days (in stock items 1-2 days, items needing ordered up to 3 weeks however we stock many of your every day items TURNAROUND TIME: 3-5 Days normal								
ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
2.1	Shop labor rate per hour for patrol vehicle equipment installation services.	HOUR	18			60.00	1,080.00		
					SUBTOTAL FOR CATEGORY 2:		1,080.00		
<b>TOTAL BID AMOUNT (BIDDERS SHALL ENTER THIS NUMBER AS THEIR RESPONSE IN PUBLIC PURCHASE): \$</b>							<b>78,607.75</b>		

\$65.00 / \$1170.00

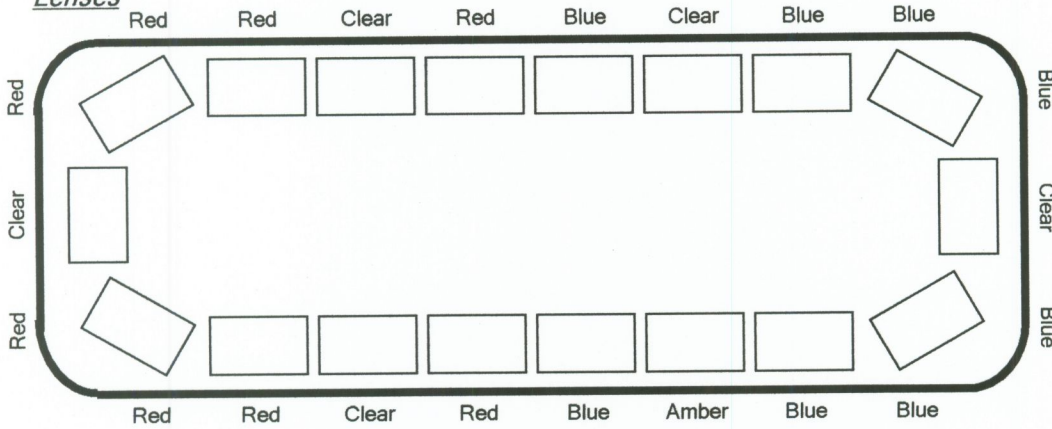
Due to Rising Benefit cost (Health insurance) and minimum wage increase which impacts Labor code of 2 times minimum when employees supply tools.

## Liberty WC Series Light Bar Order Form/Worksheet

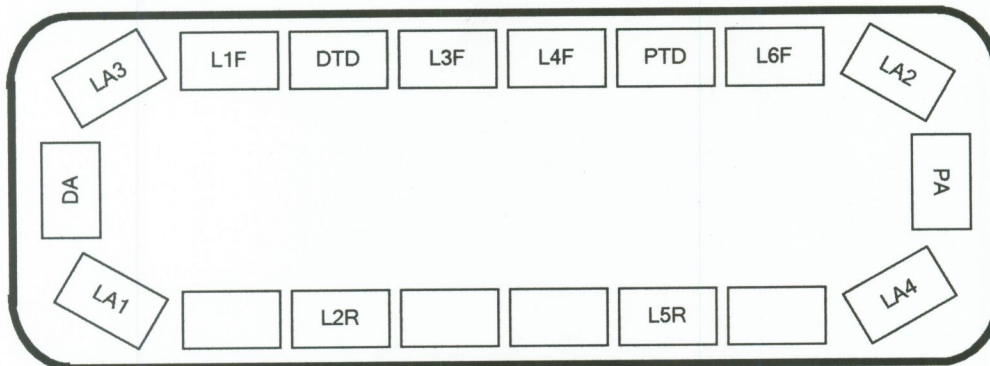
### Configuration



### Lenses



### Wecan Lightbar Mapping





STATE OF MINNESOTA  
 Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.296.2600  
 Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD  
 WITH  
 PANASONIC  
 FOR**

**COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)**

To: Panasonic System Communications Company of North America Two Riverfront plaza, 6th floor Newark NJ. 07102	CONTRACT NO: MNWNC-124
Contract Vendor Administrator: Michelle Chapin Email: <a href="mailto:michelle.chapin@us.panasonic.com">michelle.chapin@us.panasonic.com</a> Phone: 973.303.7787	CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later
	Through March 31, 2017
	EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. PANASONIC**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Donald W. Szczepaniak*  
 Signature  
 Donald W. Szczepaniak  
 Printed Name  
 Title: Vice President  
 Date: 3/8/15  
 By: \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. MINNESOTA MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Lucas J. Jannett*  
 Signature  
 Title: Master Agreement Administrator  
 Date: 3/12/15

**3. MINNESOTA COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed  
 Date: \_\_\_\_\_

MAR 12 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

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COMPUTER EQUIPMENT  
2014-2019



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

**SUMMARY**

- BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WCSA-NASPO Cooperative Procurement Program ("WCSA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WCSA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 2: Laptop      Band 3: Tablet

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WCSA-NASPO Website.

- EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WCSA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

\* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

**a. Software**

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

**b. Services**

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

**c. Third Party Products.**

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

**d. Additional Product/Services**

1. Hardware and software required to **solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.





## COMPUTER EQUIPMENT 2014-2019



# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT A - TERMS & CONDITIONS

### MASTER AGREEMENT TERMS AND CONDITIONS

#### A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

- 1. ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WCSA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

- 2. CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WCSA-NASPO Master Agreement
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
- 4. AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WCSA-NASPO Management Board.

- 5. CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle  
Acquisition Management Specialist  
Department of Administration  
Materials Management Division  
50 Sherburne Avenue  
112 Administration Building  
St. Paul, MN 55155

Fax: 651.297.3996  
E-mail: [susan.kahle@state.mn.us](mailto:susan.kahle@state.mn.us)

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
  - include a statement with regard to the information justifying the trade secret designation for each item; and,
  - defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us). The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.
12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any

part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

- 13. MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
  - b. gives the Lead State something significantly different from that which the Lead State requested.
- 14. NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

**STATE OF MINNESOTA:**  
MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR  
50 Sherburne Avenue  
112 Administration Bldg.  
St. Paul, MN 55155  
651-296-2600

# MASTER AGREEMENT TERMS AND CONDITIONS

## B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA");
2. Minnesota WSCA-NASPO Master Agreement
3. The Solicitation including all addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**

**7.1 Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

**7.2 Non-Disclosure.** Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**7.3 Injunctive Relief.** Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

**7.4 Participating Entity** is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
  - ii. A material breach of any term or condition of this Master Agreement; or
  - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
  - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - v. Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
  - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
    - i. Exercise any remedy provided by law; and
    - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
    - iii. Impose liquidated damages as provided in this Master Agreement; and
    - iv. Suspend Contract Vendor from receiving future bid solicitations; and
    - v. Suspend Contract Vendor's performance; and
    - vi. Withhold payment until the default is remedied.
  - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION. DELETED SEE SECTION 2C17**
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's

state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

**18. LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

**20. NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

**21. ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

**22. PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

**23. PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 24. PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- 25. PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

- 27. REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
  - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.  
  
Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.
  - c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.



- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**28. ACCEPTANCE AND ACCEPTANCE TESTING.**

**a. Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**b. Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

**29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

**30. TITLE OF PRODUCT.**

**OWNERSHIP**

a. **Ownership of Documents/Copyright.** Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

**31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default,

right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

**32. WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

# MASTER AGREEMENT TERMS AND CONDITIONS

## C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at [http://www.mmd.admin.state.mn.us/pdf/accessibility\\_standard.pdf](http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf).

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETE**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
  - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.  
Instructions for certification:
    1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
    2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of

Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

**17. INDEMNIFICATION.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

**18. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

**19. JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

**20. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

**21. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

**22. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

**23. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

**24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

**25. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.



## 26. PREFERENCE.

**Targeted/Economically Disadvantaged.** In accordance with Minn. Stat. § 16C.16, subs. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at [www.mmd.admin.state.mn.us](http://www.mmd.admin.state.mn.us) under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

**Reciprocal Preference.** In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

**Veteran.** In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

**27. PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

**28. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**29. PURCHASE ORDERS.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

**30. RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

- 31. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 32. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 33. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 34. SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.
- 35. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT B - PRICING

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1. **BAND(S) AWARDED:** Band 2: Laptop Band 3: Tablet.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT B - PRICING SCHEDULE**

<b>1. BASELINE PRICE LIST: PANASONIC SRP</b>		<b>POSTED ON THE WEBSITE</b>	
<b>2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)</b>		<b>CATEGORY</b>	<b>MINIMUM DISCOUNT</b>
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS		2M	16%
BAND 3 TABLET		3M	12%
CATEGORY EXCEPTION: Business Rugged Equipment		23E	9%
CATEGORY EXCEPTION: Multimedia Display Accessories		23P1	10%
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual		23P2	3%
CATEGORY EXCEPTION: Arbitrator		23P3	11%
CATEGORY EXCEPTION: Whiteboard Accessories		23P4	13%
CATEGORY EXCEPTION: Promotions Value Items		23PP	5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
<b>3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>		TPM	11%
CATEGORY EXCEPTION: Promotions - Value Items		TPP	5%
<b>4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions</b>			
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: <a href="http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp">http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp</a> Additional links are provided on the dedicated WCSA-NASPO website for other products and peripherals. Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320; Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.			
<b>5. LEASING</b>			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>			
a. Quarterly promotions of additional 5-8%.			
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%) QTY: 100 = 4% over 100 = call for quote. Based on each end user customer on a per transaction basis.			
c. Discounts on Peripherals:			
Multimedia Pro Displays:	22%	Projectors Large Venue:	48%
Projectors – Portable:	38%	Security Cameras & Accessories:	25%
Scanners-Departmental:	35%	Scanners-Workgroup:	30%
Scanners-Accessories:	30%	Whiteboards-electronic:	27%
Projectors – Installation:	48%	Scanners – personal:	20%
Scanners-Production:	30%	Whiteboards-Interactive:	29%
d. Volume Discount of \$50 per unit on Peripherals named below based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.			



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)**

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
  - a. Band number
  - b. Part # - SKU #
  - c. Manufacturer
  - d. Description
  - e. Minimum Discount
  - f. Category Code (This code will be refined during the approval process)
  - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME \_\_\_\_\_ DATE: \_\_\_\_\_  
 BASELINE PRICE LIST: \_\_\_\_\_  
 LINK: \_\_\_\_\_

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
  - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
  - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
  - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
  - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
  - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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# MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
  - a) Baseline Price List and historic versions
  - b) Approved Product and Service Schedule (PSS)
  - c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
  - d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
  - e) Link to the WCSA-NASPO EmarketCenter
  - f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
  - g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
  - h) Sales representatives for participating entities
  - i) Purchase order tracking
  - j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
  - k) Additional Terms may not be posted on the Website without written approval of the Lead State
  - l) Link to the WCSA-NASPO EmarketCenter if a State is participating
  - m) Information on accessibility and accessible products
  - n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
  - o) Links to environmental certification, including but not limited to take-back/recycling programs,
  - p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
  - q) Service options, service agreements for negotiations when allowed by a participating addendum
  - r) EPEAT, Energy Star, etc.
  - s) Link to Signed Participating Addendums
  - t) Link to Signed Master Agreement
  - u) Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)**

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: \_\_\_\_\_

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # \_\_\_\_\_ with \_\_\_\_\_ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

\_\_\_\_\_ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: \_\_\_\_\_  
Action Log: \_\_\_\_\_ Verify Log is attached

**SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:**

- Update of Product & Service Schedule      Provide summary of additions, deletions and pricing changes.
- NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
- Quarterly Self Audit      Check this box to verify the Quarterly Self Audit has been completed
- Third Party Product Addition      Provide warranty Guarantee
- Marketing Approval      Attach Materials for review
- Material Website Change      Describe and provide link for review
- Miscellaneous Inquiry      Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: \_\_\_\_\_ Name of Requester: \_\_\_\_\_  
Title of Requester: \_\_\_\_\_







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**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD**

**EXHIBIT F - REPORTING**

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

**3. REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: <a href="http://www.naspo.org/WNCPO/Calculator.aspx">http://www.naspo.org/WNCPO/Calculator.aspx</a> 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



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# MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

## EXHIBIT G - DEFINITIONS

**Acceptance.** See Master Agreement Terms regarding Acceptance and Acceptance Testing.

**Accessory.** Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

**Bands:** For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

**BAND 1: DESKTOP.** A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

**BAND 2: LAPTOP.** A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 3: TABLET.** A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

**BAND 4: SERVER.** A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**BAND 5: STORAGE.** Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

**Cloud Services.** Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

**Contract Vendor or Contractor.** The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

**Components.** Parts that make up a computer configuration.

**Configuration.** The combination of hardware and software components that make up the total functioning system.

**Desktop.** This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

**Energy Star®.** A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

**EPEAT.** A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website [www.epeat.net](http://www.epeat.net) to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

**FOB Destination.** Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

**FOB Inside Delivery.** Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

**General Consulting.** Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

**Laptop.** This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

**Lead State.** The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

**Manufacturer.** A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

**Master Agreement.** The underlying agreement executed by and between the Lead State and the Contract Vendor.

**Middleware.** Middleware is the software “glue” that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

**Options.** An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

**Order.** A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

**Participating Addendum.** A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant’s willingness to purchase and the Contract Vendor’s willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

**Participating States.** States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

**Participating Entity.** A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

**Partner.** A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor’s Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

**Peripherals.** A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured

by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

**Per Transaction Multiple Unit Discount.** A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

**Premium Savings Packages.** Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

**Purchasing Entity** – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

**Ruggedized.** This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

**Services.** Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

**Server.** This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage.** This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

**Storage Area Network.** A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

**Storage as a Service (STaaS).** An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

**Software.** For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

**Tablet.** This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

**Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

**Third Party Products.** Products sold by the Contract Vendor which are manufactured by another company.

**Upgrade.** Refers to replacement of existing software, hardware or hardware component with a newer version.

**Warranty.** The Manufacturers general warranty tied to the product at the time of purchase.

**Wide Area Network or WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

**WSCA-NASPO.** The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

**AMENDMENT NO. 2 TO CONTRACT NO. MNWNC-124**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Panasonic System Communications Company of North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 6th Floor, Newark, NJ 07102 ("Contract Vendor").

**WHEREAS**, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-124, April 1, 2015, through March 31, 2018 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-124 is extended through March 31, 2020.
2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.
3. The following clause is hereby incorporated as the last clause of Exhibit A to the Notification of Award.

**Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.


This Amendment is effective beginning April 1, 2018, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. PANASONIC SYSTEM COMMUNICATIONS  
COMPANY OF NORTH AMERICA,  
DIVISION OF PANASONIC CORPORATION  
OF NORTH AMERICA**

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Signature

Masaharu Nakayama

Printed Name

Title: President

Date: 3/12/2018

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. OFFICE OF STATE PROCUREMENT**

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 

Title: Acquisition Management Specialist

Date: 3/16/18

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: Original signed

Date: \_\_\_\_\_

MAR 16 2018

By Andy Doran



**MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD**

<b>1. BASELINE PRICE LIST: PANASONIC SRP</b>		<b>POSTED ON THE WEBSITE</b>	
<b>2. BAND DISCOUNTS</b>			
	<b>CATEGORY</b>	<b>MINIMUM DISCOUNT</b>	
BAND 2 LAPTOP – FULLY RUGGEDIZED UNITS	2M	16%	
BAND 3 TABLET	3M	12%	
CATEGORY EXCEPTION: Business Rugged Equipment	23E	9%	
CATEGORY EXCEPTION: Multimedia Display Accessories	23P1	10%	
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual	23P2	3%	
CATEGORY EXCEPTION: Arbitrator	23P3	11%	
CATEGORY EXCEPTION: Whiteboard Accessories	23P4	13%	
CATEGORY EXCEPTION: Promotions Value Items	23PP	5%	
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
<b>3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)</b>		<b>TPM</b>	<b>11%</b>
CATEGORY EXCEPTION: Promotions - Value Items		TPP	5%
<b>4. SERVICES – Call to discuss additional discounts on large deployments and customized solutions</b>			
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: <a href="http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp">http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp</a> Additional links are provided on the dedicated WCSA-NASPO website for other products and peripherals.			
Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320;			
Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.			
<b>5. LEASING</b>			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
<b>6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.</b>			
a. Quarterly promotions of additional 5-8%.			
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%); QTY: 100 = 4%; over 100 = call for quote. Based on each end user customer on a per transaction basis.			
c. Discounts on Peripherals:			
Multimedia Pro Displays: 22%	Projectors Large Venue: 48%	Projectors – Installation: 48%	
Projectors – Portable: 38%	Security Cameras & Accessories: 25%	Scanners – personal: 20%	
Scanners-Departmental: 35%	Scanners-Workgroup: 30%	Scanners-Production: 30%	
Scanners-Accessories: 30%	Whiteboards-electronic: 27%	Whiteboards-Interactive: 29%	
d. Volume Discount of \$50 per unit on <b>Peripherals named below</b> based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.			
e. Volume Discount for <b>all Tablets</b> . For end user customer purchasing 50 units or more, based on a specific customer purchase on a per transaction basis, for each special model category, cannot be combined across models (i.e. Toughbook 20 cannot be combined with a purchase of Toughbook 33 to reach the volume, must be specific to that specific product & quantity). 50 units or more (for a specific customer transaction): 1% additional off, or 13% off SRP 100 units or more (for a specific customer transaction): 2% additional off, or 14% off SRP 200 units or more (for a specific customer transaction): please connect with your Panasonic representative			
f. Volume discount for <b>Scanner Hardware Main Units</b> . For a customer who purchases 50 units or more, there will be an additional 5% off SRP. For end user customer purchasing 50 units or more of scanners, based on a specific customer purchase on a per transaction basis. Cannot be combined with other Panasonic products to reach the volume quantity, must be specifically for scanners.			





**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: August 14, 2018**

**AGENDA ITEM: 2(i)**

**ORIGINATED BY:** Eric Reinbold, Acting Police Chief

**REVIEWED BY:** Lauren Gill, Town Manager

**Subject:** Award Contract for the Installation of Police Patrol Vehicle  
Emergency Equipment and Mobile Data Computer (MDC)

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**COUNCIL ACTION REQUESTED: Adopt a MOTION TO:**

1. Authorize award of the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC) Contract (install emergency equipment into three 2019 Ford Interceptor Utility vehicles) to Precision Wireless Service, 791 Blevins Street, Lakeport, CA 95453.
2. Authorize the Town Manager to execute all related contracts for the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computer (MDC).

**BACKGROUND:**

In the November 2014 election, Paradise residents adopted Measure C, a half percent sales tax increase that provides additional funding for police, fire, roads, animal control and other Town services. A committee was formed of selected citizens to provide recommendations for the use of the funds. The committee met and provided the Town Council with their recommendations on Measure C fund expenditures. The purchase of police patrol vehicles for the Paradise Police Department was one of their recommendations.

On June 26, 2018, the Town Council met during a special council meeting and approved the FY 2018/19 budget which included the Measure C Committee's recommendation and expenditure of funds for the purchase of three (3) new police patrol vehicles and the required additional equipment.

**DISCUSSION:**

To retain vehicles in the Town's patrol fleet that exceed 100,000 miles has proven to increase the Town's maintenance cost, which impacts the General Fund, impacts the reliability for in-service usage and potentially increases our liability due to component / system failure. The Town is now in the fortunate position, due to the passing of Measure C, to purchase police vehicles, and have the requisite emergency vehicle equipment installed.

As a result of the approved budget, Requests for Proposals were sent out for the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computers (MDC) into three (3) 2017 Ford Police Interceptors with a bid opening date of August 1, 2018, at 1:00 PM. On August 1, 2018, at 1:00 PM, the Town of Paradise received two (2) bids for the Installation of Police Patrol Vehicle Emergency Equipment and Mobile Data Computers (MDC) into three (3) 2017 Ford Police Interceptors.

<b>Bid No.</b>	<b>Bidder's Name</b>	<b>Base Bid Amount</b>
1	Precision Wireless Service, Lakeport, CA	\$7,748.25
2	Pearce Precision, Chico, CA	\$8,400.00

Precision Wireless Service was the low bidder at \$7,748.25 to assemble all three Patrol vehicles, including delivery, tax and a three (3) year warranty on the installation and workmanship.

**FINANCIAL IMPACT:**

The installation of emergency vehicle equipment into three vehicles will cost a total of \$7,748.25, which will be included in the purchase of the vehicles on a five (5) year lease. The lease payment will be funded by Measure C funds, and has already been included in the 2018/19 budget.



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 • 24-Hour (530) 872-6161 • FAX (530) 872-4950

## BID SUMMARY GENERAL

**PROJECT NAME:** POLICE PATROL VEHICLE UPFIT

**OPENING DATE:** WEDNESDAY AUGUST 01, 2018 @ 1:00 PM

**LOCATION:** TOWN CLERK'S OFFICE

CONTRACTOR NAME OF BIDDER	BASE BID (PER CAR) <i>total</i>	ALTERNATE 1 (IF APPLICABLE)	TOTAL
Pearce Precision Matt Pearce	8400. <sup>00</sup>		
Precision Wireless Service Sam Whitbread	7748. <sup>25</sup>		

**PRESENT AT OPENING:**

Lt. Borgman  
Dina Volenski



# TOWN OF PARADISE POLICE DEPARTMENT

5595 Black Olive Drive, Paradise, CA 95969 • 24-Hour (530) 872-6161 • FAX (530) 872-4950

## Town of Paradise Bid Form

VEHICLE INFORMATION	Price
Type of Service(s): INSTALLATION OF POLICE VEHICLE EMERGENCY EQUIPMENT in (3) new Ford Police Interceptor Utility Vehicles <b>(Exhibit showing purchased equipment and features, attached)</b>	\$ 7,725 <sup>00</sup>
Tax and Delivery	\$ 23.25
FOB Location: Paradise PD, 5595 Black Olive Dr., Paradise, CA 95969	
GRAND TOTAL	\$ 7,748 <sup>25</sup>

### Commercial References:

- 1) Lake County Sheriff / Mary Beth Strong 707 262 4218
- 2) Healdsburg Police Dept / Lt Matt Jenkins 707 431 3163
- 3) Colusa County Sheriff / Sgt Cecilia Biggs 530 458 0200

### Submitted by:

Sam Whitehead  
Signature

7-30-18  
Date

### Business Name/Address/Phone Number:

Business Name: Precision Wireless Service

Address: 791 Bevins St. Lakeport, CA 95453

Telephone Number: 707 743-3000



# Precision Wireless Service



7/30/18

## TOWN OF PARADISE POLICE DEPARTMENT

### INSTALLATION OF POLICE VEHICLE EMERGENCY EQUIPMENT

#### WARRANTY

After completion of installation of the three vehicles in this bid project the warranty for installation labor and workmanship shall be for 36 months. Upon any failure of workmanship or installation service we will repair the issue with the vehicle at the Town of Paradise Police Department facility within 36 hours of our being notified.

The date of delivery of each completed vehicle to the Town of Paradise Police Department shall be the start date of that individual vehicle warranty period.

Failure or destruction of our installation work from abuse or unusual use and or accident is not covered by this warranty. This warranty does cover normal emergency police vehicle use. Sealed product that shows evidence of broken or tampered seals will cause this warranty to be void. Unauthorized repairs or modification by persons other than Precision Wireless Service will cause this warranty to be void.

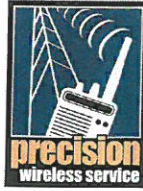
Precision Wireless Service is not providing any equipment being installed and will not cover any equipment failure unless the product fails due to our installation negligence.

If a failure occurs with any equipment after being installed by Precision Wireless Service, but not due to our negligence, we will help the department with any product warranty replacement work, if necessary. This work may be billed at our hourly rate.

Precision Wireless Service assumes no responsibility or liability for expenses incurred for the failure of any product installed, other than its own installation workmanship and shall not be liable for any special, indirect, incidental or consequential damages arising out of the failure of any product failure within this scope of work.

# Precision Wireless Service

930 Shiloh Rd.  
 Building 40, Suite #8  
 Windsor, CA. 95492



# EQUIPMENT PROPOSAL

Date	Quote Number
7/30/2018	5104

(707) 836-6855

NAME / ADDRESS
<b>Town of Paradise Police Department</b> <b>5595 Black Olive Dr.</b> <b>Paradise, CA. 95969</b>

Ship To
Town of Paradise Police Department 5595 Black Olive Dr. Paradise, CA 95969

P. O. Number	Terms	Due Date	Rep	Phone
New Vehicles	Net 10	1/31/2018		
ITEM	DESCRIPTION	QTY	COST	TOTAL
Tech. Service IHK-3	Technician Labor - Hourly Rate	3	2,475.00	7,425.00
	Installation Hardware Kit, Larger Projects	3	100.00	300.00T
	Installation of emergency vehicle equipment as supplied by Lehr Auto Electric into new Ford Police Interceptor Utility Vehicles. As per bid dated July 13, 2018. Includes Police Vehicle Emergency Equipment, CM300D radio and antenna and Mobile Data Computer docking station and swing arm.  Pick up and delivery of vehicles and pick up of equipment at Lehr in Sacramento. Work performed at PWS Lakeport facility. Sales Tax		7.75%	23.25
Thank you for choosing Precision Wireless Service!			<b>TOTAL</b>	<b>\$7,748.25</b>

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: \_\_\_\_\_



**Town of Paradise  
Council Agenda Summary  
Date: August 14, 2018**

**Agenda Item: 2(j)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Administrative Policy 330, A Credit Card Policy

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**Council Action Requested:**

1. Approve Resolution No. 18-\_\_\_, A Resolution of the Town Council of the Town of Paradise adopting Administrative Policy 330, A Credit Card Policy.

**Alternatives:**

Direct staff to revise the drafted policy.

**Background:**

The Town has adopted dozens of administrative policies in order to formalize the processes and procedures for appropriately administering the Town's various functions. The administrative classifications are as follows:

100 Financial Administration  
200 Personnel Administration  
300 Purchasing  
400 General Administration  
500 Community Relations  
600 Planning  
700 Public Works  
800 Public Safety

**Discussion:**

The Town currently does not have a formal policy relating to the administration, issuance and conditions of use for Town issued credit cards. The attached recommended policy addresses these issues while reinforcing and adhering to the Purchasing Policy (Administrative Policy 310). Further, the policy sets credit limits, formalizes documentation requirements, and termination processes.

**Fiscal Impact:**

There is no fiscal impact to the Town to adopt and implement this policy.

**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
ADOPTING ADMINISTRATIVE POLICY NUMBER 330, A CREDIT CARD POLICY.**

**WHEREAS**, the Town of Paradise currently does not have an administrative policy that addresses the administration, issuance, or terms and conditions of use for Town issued credit cards; and,

**WHEREAS**, it is prudent and fiscally responsible for the Town to establish policy and procedures related to credit card usage in order to minimize liability and safeguard Town assets; and,

**WHEREAS**, the Administrative Services Director has drafted a policy which establishes procedures and requirements for credit card usage as set forth on the attached Exhibit "A".

**NOW, THEREFORE**, the Town Council of the Town of Paradise does resolve as follows:

**SECTION 1:** The attached Exhibit "A" Administrative Policy 330, A Credit Card Policy is approved for implementation.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 14<sup>th</sup> day of August, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Jody Jones, Mayor

**ATTEST:**

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

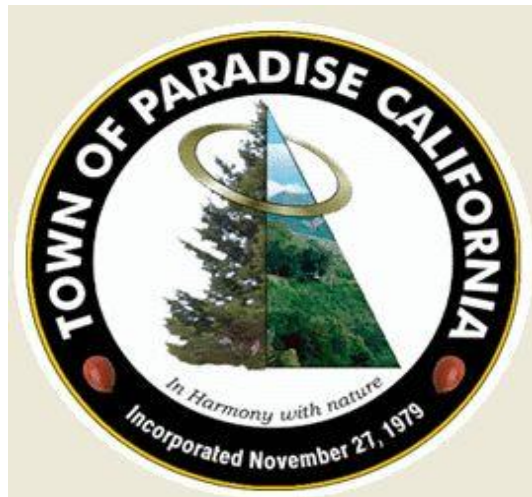
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



# Town of Paradise Credit Card Policy

Administrative Policy No. 330



Approved by Town Council  
August 14, 2018  
Resolution No. 18-\_\_

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I. PURPOSE

The Town of Paradise Credit Card (Card) policy seeks to establish procedure and policy for the issuance and proper usage of cards issued to Town purchasers. It is meant to provide efficiency in the purchasing process while remaining fiscally responsible and adhering to the Purchasing Policy (Administrative Policy 310).

II. SCOPE

The Town of Paradise issues credit cards to certain employees or Town service providers to facilitate the settlement of expenditures incurred during the performance of their duties and functions. This Policy sets out the principles, terms and conditions, and procedures governing the administration, issuance, and proper use of Town credit cards.

III. ADMINISTRATION

The Administrative Services Director/Town Treasurer (Treasurer) shall administer the credit/purchasing card program by ensuring that proper controls remain in place for the issuance and use of cards. Access to the system for issuance, use and termination of the cards shall be restricted to the Treasurer and one other designated position. The Treasurer will complete an annual audit of cards issued to ensure that only authorized cards are active.

IV. ISSUANCE

- A. The Treasurer may issue a card to an employee or contracted service provider (for example CAL FIRE assigned personnel) for Town business and operation purposes only.
- B. The Treasurer will assign cards and establish limits according to the following:

Single Purchase Limit	Account Limit	Personnel Classification
\$2,500.00	\$5,000.00	Town Manager or Asst. Town Manager
\$2,500.00	\$5,000.00	Department Director or Manager
\$2,000.00	\$4,000.00	Department Designated Purchaser
\$1,500.00	\$3,000.00	Other Employee or Purchaser

- C. In order to facilitate the most efficient and economical purchasing possible, limits may be raised temporarily with the recommendation of the Treasurer and approval of the Town Manager.
- D. Upon receiving the card, the employee shall call to activate and sign the back of the card. The card should be stored in a secure location and safeguarded against improper use.

V. TERMS AND CONDITIONS OF USE

- A. Cards shall only be used for official Town business purposes and operations. Cards shall never be used for personal reasons. The cardholder shall not share the card with other individuals, and will safeguard the card from improper use. The cardholder is responsible for submitting appropriate documentation for each transaction. Cardholders who breach this policy are subject to disciplinary action.
- B. All policies and procedures of the Purchasing Policy (Administrative Policy 310) shall be followed in the use of a card.
- C. Before any purchase is made or expense incurred, the cardholder shall verify that the item is authorized and budgeted.
- D. Travel and training expenses
  - 1. All travel and training shall be authorized prior to departure.
  - 2. Expenses incurred for travel, lodging, meals or incidentals shall not exceed the limits established for each location by the U.S. General Services Administration (GSA). These limits can be obtained at [www.gsa.gov/travel-resources](http://www.gsa.gov/travel-resources).
  - 3. The cardholder shall obtain a receipt for each purchase and include a brief description of the purpose of the travel on each receipt. In the case of meals, each receipt shall include the names of all persons involved in the purchase.
- E. Purchase of service or product
  - 1. All purchases shall be authorized prior to expense obligation.
  - 2. The cardholder shall obtain a receipt for each purchase or transaction and include a brief description of the purpose of the expense.

3. The cardholder shall follow the policies and procedures of the Town's purchasing policy while purchasing supplies and services. Documentation, such as quotes or bids, that demonstrate purchasing policy compliance should be kept and attached to transaction receipts.

F. Statement reconciliation and payment

1. Each month, the cardholder will receive a statement of all transactions recorded on their card account.
2. The cardholder shall reconcile their statement of activity against their receipts ensuring that there is a receipt and proper purchasing documentation for every transaction listed.
3. Each transaction shall be coded with the appropriate finance accounting codes.
4. The statement shall be approved by a supervisor of the cardholder. The Town Manager shall approve the statement of the Treasurer and the Treasurer shall approve the statement of the Town Manager.
5. The statement, receipts and purchasing documentation shall be forwarded to the finance division within two weeks of statement receipt for appropriate processing and payment.
6. Each month, the finance division will reconcile all card activity and payments against the master account to identify and address any missed activity. Finance staff will work with cardholders to ensure all transactions are properly accounted for and paid.

G. Lost, stolen or fraudulent card activity

1. The cardholder shall report lost, stolen or fraudulent card activity immediately to the Treasurer.
2. The cardholder shall assist the finance division in addressing lost, stolen or fraudulent card activity through calls to the card carrier or vendors, through avadavat and report completion, or police reporting as requested by the Treasurer.

VI. CARD TERMINATION

- A. In order to limit liability and exposure, the Treasurer shall be notified immediately, if a card is no longer needed for Town business or operations. The card shall be submitted to the Treasurer who will securely dispose of the card and terminate the card account.
  
- B. The Treasurer shall be immediately notified of a cardholder who voluntarily leaves employment, who is reassigned or who is terminated. The card should be submitted to the Treasurer who will securely dispose of the card and terminate the card account.



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: August 14, 2018**

**AGENDA ITEM: 2(k)**

**ORIGINATED BY:** Eric Reinbold, Acting Police Chief

**REVIEWED BY:** Lauren Gill, Town Manager

**COUNCIL ACTION REQUESTED:**

- (1) Authorize the Police Department to Authorize the State of California Office of Emergency Services 9-1-1 Emergency Communications Branch to enter into an agreement with AT&T to upgrade the Paradise Police Department 9-1-1 Emergency and Non-Emergency Dispatch Phone System
- (2) Authorize the Town Manager or Designee to execute all related Contracts for the Police 9-1-1 Emergency and Non-Emergency Dispatch Phone System

**BACKGROUND:**

In the State of California, fees are collected from phone users to support the cost of operating, maintaining and replacing the network, systems and Customer Premise Equipment (CPE) required for people to access their 9-1-1 Emergency and non-emergency communications Public Safety Answering Points (PSAP). These CPE funds are held by the State and allotted to for expenditure on specified costs of the local PSAP's based on the volume of calls received by the PSAP.

All local PSAP's in Butte County, including the Butte County Sheriff's Office, the California State University, Chico Police Department (CSUC-PD), the City of Chico, the Gridley-Biggs Police Department, the City of Oroville and the Paradise Police Department share a County-wide 9-1-1 Emergency communications infrastructure (VIPER). The sharing of this VIPER system allows for each agency to share the cost of the installation, maintenance and replacement of the VIPER network and equipment, out of the State CPE allotments to the individual agencies. This shared network approach reduces the liabilities against the CPE allotments for each agency and allowed for Butte County PSAP's to be among the first in the State capable of processing Text-to-911 calls. Additionally, the shared VIPER network significantly increases the interoperability and redundancy of the 9-1-1 Emergency communications network by allowing the agencies to transfer calls and caller information between agencies, roll 9-1-1 calls from one agency to another if a Dispatch Center is inundated with 9-1-1 Emergency calls beyond the capacity of that agency or the PSAP is evacuated, for example.

**DISCUSSION:**

The VIPER network and CPE equipment currently installed and in use has reached its expected lifecycle, and its failure could result in potentially significant liabilities to the Town. As with any computer equipment or network, as the infrastructure ages, the computers and equipment become less reliable. Not only can this result in network outages and

reduced public access to the Paradise Police Department Emergency Communications Center, it can also lead to expensive repairs or replacement of existing, antiquated technology and equipment as it fails. Although most repairs would be eligible for reimbursement from the State through the CPE funding, the Town would have to initially pay for the repair or replacement, and then seek reimbursement from the State of California.

The County-wide VIPER network and the PSAP CPE were last replaced in 2012. The State of California allows for a 5-year life cycle for this equipment, and has allotted funding to the Paradise Police Department, as well as the other local PSAP's to replace the County-wide VIPER network and CPE equipment. The Police Department has been working with the other local PSAP's to coordinate the replacement of the VIPER network and CPE equipment with AT&T, the State's authorized 9-1-1 Network and CPE vendor, and Cal-OES 9-1-1 Emergency Communications Branch since June, 2016. The Scope of Work has been finalized and accepted by the State and AT&T with equipment and installation costs set by State contracted rates. The Cal-OES 9-1-1 Emergency Communications Branch requires the Town of Paradise to execute a Purchase Order to authorize the Cal-OES 9-1-1 Emergency Communications Branch to enter into a final agreement with AT&T to provide network, equipment, installation and maintenance contract for the equipment. The contract includes all networks, systems and equipment needed, a one-year warranty and an additional 4-year service agreement.

**FINANCIAL IMPACT:**

The purchase and installation of the replacement VIPER network and Paradise Police Department CPE will cost a total of \$212,817.43. Once the Town authorizes the Cal-OES 9-1-1 Branch to execute this contract, it will be funded entirely by the Town of Paradise's CPE allotment within the Cal-OES 9-1-1 Branch funding. There is also residual funding available to cover any additions or change orders required to complete the system installation. There are no remaining costs expected to be borne by the Town of Paradise, having no impact to the Town budget.



# TOWN OF PARADISE

## COST SUMMARY

<b>VENDOR:</b> AT&T California ATTN: Kent Ames 3707 Kings Way Rm 33 Sacramento, CA 95821	<b>P.O. NUMBER:</b> <u>PO Dispatch 18-01</u>
	<b>PAYMENT TERMS:</b> <b>GC927</b>
	<b>STATE TRACKING NUMBER:</b> <b>21692</b>
	<b>STATE CONTRACT NUMBER:</b> <b>4156-6 VIPER</b>
<b>SHIP TO ADDRESS:</b> Paradise Police Department 5595 Black Olive Drive Paradise, CA 95969	<b>BILL TO ADDRESS:</b> <b>CA GOVERNOR'S OFFICE OF EMERGENCY SERVICES</b> <b>CA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE</b> <b>601 SEQUOIA PACIFIC BLVD MS-911</b> <b>SACRAMENTO, CA 95811-0282</b>

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	EACH	AT&T to install and maintain a new 3 position Viper 9-1-1 system at Paradise PD in compliance with the terms and conditions of MPA Contract Number: 4145-6 and the associated price quote and scope of work.	\$116,033.00	\$116,033.00
1	EACH	Installation	\$11,870.00	\$11,870.00
48	MONTHS	Maintenance	\$472.00	\$22,656.00
1	EACH	PSAP MIS	\$1,665.00	\$1,665.00
1	EACH	Installation	\$736.00	\$736.00
48	MONTHS	Maintenance	\$56.00	\$2,688.00
1	EACH	VIPER Host	\$21,796.29	\$21,796.29
1	EACH	VIPER Host Installation	\$1,553.61	\$1,553.61
48	MONTHS	VIPER Host Maintenance	\$38.61	\$1,853.28
1	EACH	MIS Host	\$218.22	\$218.22
1	EACH	MIS Host Installation	\$1,502.61	\$1,502.61
48	MONTHS	MIS Host Maintenance	\$16.04	\$769.92
2	EACH	PSAP Routers	\$3,500.00	\$7,000.00
2	EACH	PSAP Router Installation	\$4,793.80	\$9,587.60
2	MONTHS	PSAP Router Maintenance	\$2,220.00	\$4,440.00
1		Tax	\$8,447.90	\$8,447.90
<b>*** PURCHASE TOTAL ***</b>				<b>\$212,817.43</b>
<b>BILL TO THE STATE 9-1-1 OFFICE:</b>				<b>\$212,817.43</b>
<b>BILL TO THE ORDERING AGENCY:</b>				<b>\$0.00</b>

<b>PRINTED NAME &amp; TITLE OF AUTHORIZING SIGNATURE:</b>  <u>Eric Reinbold, Acting Chief of Police</u>	<b>OTHER INSTRUCTIONS:</b>
<b>AUTHORIZING SIGNATURE:</b>	<b>DATE:</b>



**Town of Paradise  
Council Agenda Summary  
Date: August 14, 2018**

**AGENDA NO. 6(a)**

**ORIGINATED BY:** Craig Baker, Community Development Director

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Town Council discussion regarding short-term rental of single-family residences in the Town of Paradise, the potential necessity for the town to regulate such uses and collection of transient occupancy tax

**COUNCIL ACTIONS REQUESTED:**

1. Conduct a public discussion regarding the collection of transient occupancy tax from short-term rental of single-family residences, and
2. Conduct a public discussion regarding short-term rentals in the Town of Paradise in the context of the potential adverse effects upon the town's existing residential neighborhoods and efforts by other local jurisdictions that have developed or are developing new regulations to address them

**BACKGROUND:**

With the rise of the online hospitality marketplace, online businesses such as Airbnb, VRBO, HomeAway and similar companies have made renting out a room or two an easy option for homeowners in areas not considered as tourist destinations. This potential land use issue is increasing in frequency and potential for controversy has increased in many areas where short-term rentals are prevalent.

If short-term rentals present problems for communities, these issues or conflicts are often addressed through zoning regulations. As of this writing, it appears that only a small handful of short-term rentals are operating in the Town of Paradise and staff has not received any complaints regarding their operation to date.

Short-term rental zoning provisions often define short-term as less than 30 days. The same concept may be called transient rentals, or short-term transient rentals. The concept has grown in popularity throughout California and the United States. Short-term rentals can provide a way for homeowners to generate additional income. While most are in or near popular tourist destinations, at least 56 municipalities in California have some form of regulating short-term rentals.

Local zoning regulations are likely to establish various standards for short-term rentals. These regulations may be aimed at attempting to address some of the following issues:

- Development of a detailed definition for short-term rentals.
- Posting or availability at the town hall of one or two local contact persons who will be responsible for handling any problems that arise with the use of the property.
- Requirements for providing off-street parking. Typically the requirement could be met by extra driveway space.
- Noise and nuisance provisions or reference(s) to other ordinances addressing such issues.
- Minimum required separation between short-term rentals. A particular interval of feet may be used to assure that a given area that may be more desirable than another does not become overly saturated with short-term rentals.
- Reinforcement of the normal occupancy limits (number of persons who may live in the home) for a particular zoning district as applying also to short-term rental tenants.
- Limits to occupancy levels – by the numbers of available bedrooms – for units served by on-site septic systems.
- Proof of code compliance, fire safety measures, adequate water and electrical service, or other utilities or infrastructure that may be of particular concern.
- Requirements for notifying neighbors, or perhaps even for their agreement.
- Limitations on the tenant turnover over a certain period of time.
- Limitations on particular areas of the town or city where short-term rental either is not allowed at all or is not restricted. Such statements within a zoning ordinance would amount to establishing an overlay district pertaining just to the subject of transient rentals.
- Imposition of a special use permit or conditional use permit requirement, allowing for scrutiny of the particular factual characteristics of a short-term rental property before allowing such a use.
- Limiting the number of short-term rentals on a single site (a separation distance requirement would probably address this issue).

## **DISCUSSION**

Under the town's current regulations, vacation rentals fit into our zoning code definition of "motel or lodging" and are subject to collection and payment of transient occupancy taxes, pursuant to Chapter 3.24 of the PMC. Any transient lodging that is less than 31 consecutive days is subject to the tax. Vacation rentals also fit into the definition of "Hotel" in Chapter 3.24 and thus, are subject to the tax. Zoning regulations potentially allow the establishment of lodging establishments in the Central Business (CB), Community Commercial (CC) and Community Services (CS) zones subject to either a site plan review permit or a use permit. Vacation rentals may also meet the definition of "bed and breakfast" in the zoning code. Bed and breakfasts are potentially permitted in all residential zones subject to a conditional use permit. So, the town may be set up to conditionally allow vacation rentals in almost all zones, subject to conditions that assure compatibility. What the town's zoning regulations do not contain is a standardized list of requirements for short-term rentals. Interestingly, bed and breakfasts are enumerated in the CC zone as a permitted use, so depending on what definition you use (motel or bed and breakfast), there may or may not be an entitlement in the CC zone, but transient occupancy taxes will always apply, regardless of the definition.

Transient occupancy tax is currently collected by the town from any occupancy that is classified in Paradise Municipal Code (PMC) Chapter 3.24 as a “hotel” which includes the term “tourist house.” Based upon a review of Chapter 3.24 and the town’s business license regulations, it appears that short-term rentals are currently subject to both sets of town regulations. Operators of lodging facilities receive a Transient Occupancy Registration Certificate and are required to collect ten percent of any rental fee to pay to the town. These fees are deposited in the general fund and help pay for police, fire, roads, etc.

### **Butte County regulations for short-term rentals**

The Butte County Zoning Ordinance does not currently allow the use of residences for short-term rentals, however efforts are currently underway to develop zoning regulations as directed by the Board of Supervisors on February 12, 2018 to address short-term rentals through an administrative permitting process with performance criteria for the approval of short-term rentals.

A draft ordinance has been prepared by county staff and will be the subject of a second public workshop before the Butte County Planning Commission on August 9, 2018 at 2:00 p.m. The purpose of the draft ordinance is to ensure that short-term rentals do not create nuisances or disturbances in neighborhoods and residential zones. The purpose of the upcoming Planning Commission meeting is to provide an opportunity to receive questions and comments from Planning Commissioners and the public. Direction received from the Planning Commission during this upcoming workshop meeting will be incorporated into the draft ordinance for consideration at a future public hearing. A copy of the draft ordinance is attached for your review.

The purpose of the county’s proposed short-term rental regulations ordinance is to ensure the following:

- 1) Short-term rentals are compatible with and do not adversely impact surrounding residential uses,
- 2) Property owners have the option to utilize their properties for short-term rental use,
- 3) Risks to public safety and health to occupants and owners are minimized,
- 4) Property values are maintained,
- 5) Visitation and tourism to Butte County is supported, and,
- 6) Transient occupancy tax is collected in order to provide fair and equitable tax collection for all lodging providers.

### **City of Chico regulations for short-term rentals**

The City of Chico does not currently regulate short-term rentals. However, the Chico City Council recently introduced an ordinance amending and clarifying the text of Chico Municipal Code section 3.52.030 to explicitly allow for the collection of transient occupancy tax (TOT) from short-term rentals by the city.

**FINANCIAL IMPACT:** Indeterminate at this time.

**DRAFT BUTTE COUNTY SHORT-TERM RENTAL ORDINANCE (April 26, 2018)**

- A. Purpose.** This section establishes a definition, permit process, rental term, site requirements, standards, and permit revocation requirements for short-term rentals to ensure that, 1) short term rentals are compatible with and do not adversely impact surrounding residential uses, 2) property owners have the option to utilize their properties for short term rental use, 3) risks to public safety and health to occupants and owners are minimized, 4) property values are maintained; 5) visitation and tourism to Butte County is supported, and, 6) transient occupancy tax is collected in order to provide fair and equitable tax collection for all lodging providers.
- B. Definitions.**
1. **Short-Term Rental.** A single-family dwelling, or a portion of a single-family dwelling, that is rented to transient guest occupants typically for periods of 30 days or less, with weekend or weekly rental periods being the most common. Short-term rentals are routinely booked for numerous periods throughout the year, with a resident or non-resident property manager providing oversight and services for guest customers.
- C. Administrative Permit Process.** Short-term rentals are subject to an administrative permit, pursuant to Butte County Code Chapter 24, Article 29, and shall be allowed as provided by the applicable zone (refer to the Use Regulation Tables for each zone to determine if short-term rentals are allowed), subject to the requirements of this section. A short-term rental administrative permit application shall include all information necessary to determine compliance with this chapter.
- D. Administrative Permit Renewal Process.** The administrative permit shall be renewed annually, based upon the anniversary date of permit issuance. The renewal process shall be subject to a fee in accordance with the latest fee schedule approved by the Board of Supervisors. The Department of Development Services shall issue a renewed administrative permit upon making the following findings:
1. No more than two citations have been issued for violations of this section during the last 24-month period;
  2. The short-term rental has not been transferred to another person, entity, or landowner;
  3. The short-term rental complies with the approved Administrative Permit and applicable Butte County Codes and Standards; and,
  4. The short-term rental is current on transient occupancy taxes and has paid all said taxes to the Butte County Treasurer-Tax Collector by the required due date.
- E. No property rights conferred.** Short-term rental administrative permits do not provide a vested interest, or entitlement in the continued operation of a short-term rental upon a change of property ownership. Short-term rental permits are revocable permits and shall not run with the land notwithstanding Butte County Code Section 24-250. Property owners must notify the Butte County Department of Development Services and the Central Collections Division of the Treasurer-Tax Collector's Department upon change of ownership. Continued operation of a short-term rental upon change of ownership will result in enforcement actions.

- F. Short-Term Rental Restrictions.** Structures not intended for permanent residential occupancy under the current California Building Code Standards are not permitted for use as short-term rentals. Farmworker housing, or property subject to a Williamson Act contract are not permitted for use as short-term rentals.
- G. Transient Occupancy Taxes.** Butte County Code Section 23-A authorizes the levy of a Transient Occupancy Tax for overnight stays at all lodging facilities. In addition, a Tourism Business Improvement District includes a tax on lodging. Short-term rental proprietors must complete a Transient Occupancy Tax Questionnaire and submit it to the Central Collections Division of the Treasurer-Tax Collector's Department with ten days of commencing business.
- H. Standards.** Short-term rentals are subject to the following operation and development standards at all times. On-site inspections by Butte County Department of Development Services staff and/or Public Health staff, or a verifiable self-certification process may be required to ensure compliance with all permit standards. By accepting an administrative permit, the owner agrees to allow on-site inspections at reasonable times.
1. **Parcel.** The short-term rental must be located on a legally created parcel. Only one single-family residence or one legally established second dwelling unit or accessory dwelling unit may be permitted as a short-term rental on a single parcel. The administrative permit shall identify the structure permitted as the short-term rental.
  2. **Appearance, Visibility, and Signage.** No alteration shall be made that would identify a dwelling as a short-term rental, and that would not preserve and protect the residential character of the dwelling or existing neighborhood. No signage pertaining to a short-term rental is allowed excepting as required below under Sub-Section H (10) (b) - Posting of Permit Standards.
  3. **Commercial Activity Prohibited.** Commercial activities and special events, including but not limited to, weddings, receptions, and large parties are prohibited. All occupants of the short-term rental shall be notified of the prohibition against commercial activities prior to the reservation, rental, or lease, and said prohibition shall be a part of any rental or lease agreement.
  4. **Building, Fire, and, Health Standards.** Short-term rentals are subject to the following development standards:
    - a. Meet the current California Building Code Standards for the intended occupancy to the satisfaction of the Butte County Department of Development Services.
    - b. Provision of potable domestic water supply, including bacteriological test results and verification of availability of adequate quantity of potable water, if an onsite well is to be used for a domestic water supply.
    - c. On-site septic system or sewer connection necessary to accommodate the short-term rental to the satisfaction of the Butte County Public Health Department.
    - d. Fire extinguishers, smoke detectors, carbon monoxide detectors, and information related to all emergency exits shall be provided inside of the short-term rental.

5. **Trash and Recycling.** Trash and recycling receptacles shall be stored out of public view and serviced on a weekly basis. After pick-up, receptacles shall be returned to storage areas within 24 hours.
6. **Noise Standards.** It is the goal of this section to preserve the quality of life and character of existing residential neighborhoods in Butte County. In accordance with the Noise Control Ordinance, Butte County Code Chapter 41A, excessive, unnecessary or offensive noise within the County is detrimental to the public health, safety, welfare and peace and quiet of the inhabitants of the County and therefore is considered a nuisance. Accordingly, noise levels at all short-term rentals shall comply with Butte County Code Chapter 41A, Noise Control, Section 41A-7 Exterior Noise Standards and Section 41A-8 Interior Noise Standards. In addition to compliance with the Noise Control Ordinance, all short-term rentals shall comply with the following requirements:
  - a. Property managers shall insure that the occupants of the short-term rental understand that loud or unreasonable noise that disturbs others and is not in keeping with the character of the surrounding neighborhood will result in a violation of this section.
  - b. Property managers will immediately respond to all complaints concerning noise levels at all times. Failure to respond to all verifiable complaints will result in the issuance of a citation.
  - c. Quiet hours shall be observed between 10:00 pm and 7:00 am, Monday through Friday, and 10:00 pm and 9:00 am on Saturdays, Sundays, and holidays.
  - d. Outdoor amplified sound is prohibited.
  - e. All occupants of the short-term rental shall be notified of these noise standards and said standards shall be a part of any rental or lease agreement.
7. **Occupancy and Parking.** Occupancy and parking requirements shall be specified on the administrative permit application. Table 1 and Table 2 below provide maximum occupancy and parking requirements depending upon whether the rental is served with public sewer or an on-site septic system. Additional standards for occupancy and parking are provided as follows:
  - a. **Size.** Depending on the configuration of the building and the adequacy of the potable water and on-site septic systems, short-term rentals are limited to a maximum of five rented bedrooms. Each bedroom shall provide not less than 70 square feet of floor area for the first two occupants. The total floor area requirements per bedroom shall increase at a rate of 50 square feet for each occupant in excess of two.
  - b. **On-Site Residents.** The number of on-site residents shall be subtracted from the allowed maximum occupancies shown under Table 1 and Table 2.
  - c. **Septic Systems.** The number of overnight guests for rentals served by on-site septic systems shall be based on two guests per approved bedroom, whether or not the guests sleep in a bedroom, or if more than two guests sleep in a bedroom. An approved bedroom is one recognized as such by the Butte County Public Health Department at the time the on-site septic system was legally constructed. In no case may a short-term rental served by an on-site septic system allow more than 10 overnight guests, excluding children under



3-years of age, provided the rental meets the bedroom number standards as per Table 2 below.

- d. **Parking.** Tandem parking may be permitted if parallel parking cannot be accommodated. Dimensions for parking stalls shall be in accordance with Section 24-295, Parking Design Standards.
- e. **Notification.** The property owner shall ensure that all contracts, online listings, and advertisements clearly set forth the maximum number of overnight guests permitted at the property. All occupants of the short-term rental shall be notified of these occupancy and parking standards and said standards shall be a part of any rental or lease agreement.

Table 1. Maximum Occupancy and Parking Requirements Rentals with Public Sewer		
Number of Bedrooms	Maximum Occupancy	Off-Street Parking
1	4	1
2	8	2
3	10	3
4	12	4
5 or more	14	5

Table 2. Maximum Occupancy and Parking Requirements Rentals with On-Site Septic Systems		
Number of Bedrooms	Maximum Occupancy	Off-Street Parking
1	2	1
2	4	1
3	6	2
4	8	2
5 or more	10	3

- 8. **Daytime Visitors.** For each allowed overnight occupant permitted under this section, one daytime visitor is allowed, up to a maximum of ten guests. Additional off-street parking for all daytime visitors' vehicles, in addition to overnight occupants, must be provided at a rate of one off-street parking space per two daytime visitors.
- 9. **No Overnight Camping.** A short-term rental administrative permit does not authorize any overnight camping, sleeping in tents, travel trailers, campers, or recreational vehicles. Recreational vehicles are permitted if they are the primary transportation for the renter or visitor, but they may not be used for overnight accommodations during the stay.

10. **Property Management.** The short-term rental shall be managed and supervised in accordance with the following requirements and responsibilities:

- a. **Property Manager.** Short-term rentals must have a local property manager who is available 24-hours per day, seven days per week during all times that the property is rented. The property manager must ensure compliance with all requirements set forth in this section, including the timely response to all complaints and their resolution. The name and contact information of the property manager shall be provided on the permit application, posted inside the short-term rental and be available to any interested party upon request. Property managers shall provide Development Services with current contact information for identification on the Department of Development Services Short-Term Rentals website.
- b. **Posting of Permit Standards.** A copy of the short-term rental permit listing all applicable standards and limits, including the name, text-enabled phone number, and email of the property manager, shall be posted inside the rental property in a prominent place within six feet of the front door. The applicable prohibitions, standards, and limits shall be a part of all rental agreements.
- c. **Disaster Preparedness.** Property managers shall make available community evacuation information and maps for the community where the short-term rental is located as provided by the Butte County Office of Emergency Management to guest customers.
- d. **Neighbor Notification of Administrative Permit Standards.** At the permit holder's expense, the Butte County Department of Development Services shall provide a mailed notice at the time of permit issuance to property owners within 300 feet of the subject parcel. The notice shall include all applicable standards and limitations placed upon the short-term rental, the Butte County administrative permit number, as well as the name, text-enabled phone number, and email of the property manager.
- e. **Internet Posting and other Listings.** All advertising, marketing, online hospitality services (e.g., Airbnb, VRBO), or other types of listing for the short-term rental shall include the following information in accordance with the approved Administrative Permit:
  - I. Maximum occupancy of rental, not including children under 3 years of age;
  - II. Maximum number of off-street vehicle parking spaces located on the property;
  - III. Notification that quiet hours shall be observed between 10:00 pm and 7:00 am, Monday through Friday, and 10:00 pm and 9:00 am on Saturdays, Sundays, and holidays.
  - IV. Notification that no outdoor amplified sound is allowed; and,
  - V. The issued Butte County administrative permit number and the transient occupancy tax certificate number.

- I. **Enforcement Process.** Enforcement of this chapter shall be in accordance with Butte County Code Section 24-5 (F), Enforcement, which may include, but not be limited to, the procedures as established in Butte County Code Section 1-7 (General Penalty, Continuing Violations) and Chapter 32A (Abatement of Public Nuisances) and 41 (Code Enforcement Policies and Procedures), as well as any other procedures available in State or federal law. In no case shall the issuance of a courtesy notice or a warning notice pursuant to Section 41-2 be required for a code enforcement officer to issue a citation pursuant to this Section.
1. **Three Strikes Revocation Rule.** Three verifiable administrative citations, violations, or hearing officer determinations concerning the permit requirements issued to the owner or occupants at the property within a 24-month period will result in permit revocation. Revocation is subject to prior notice and to appeal, if requested within ten days. In the event of permit revocation, an application to reestablish a short-term rental at the subject property shall not be accepted for a minimum period of 24 months.
  2. **Complaints.** Complaints about possible violations of this section shall be directed to the property manager. If the property manager is unavailable or fails to respond, the complaining party should contact the Code Enforcement Division of the Butte County Department of Development Services.
  3. **Increased Permit Fee Penalty.** Any property that is determined to be advertised for use as a short-term rental without the necessary administrative permit required under this section shall be subject to a permit fee penalty of ten times the regular application fee.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: August 14, 2018**

**Agenda Item: 6(b)**

**ORIGINATED BY:** Susan Hartman, CDD Manager/Assistant Planner  
**REVIEWED BY:** Lauren M. Gill, Town Manager  
**SUBJECT:** Discussion Regarding Vending in the Downtown

**COUNCIL ACTION REQUESTED:**

**RECOMMENDATION:**

1. Provide staff with direction on desired changes to the Paradise Municipal Code relating to the street vending regulations, if any, to present at a future council meeting.

**Background:**

Chapter 5.11 of the Paradise Municipal Code (PMC) sets forth the requirements for the application and issuance of vending licenses within the Town. A license is required to vend, sell, hawk or display for sale any merchandise upon outdoor locations within the Town of Paradise that is not associated with a fixed place of business displaying its inventory. Currently, vending licenses can only be issued for the sale of food concessions (fresh, processed, prepared, or cooked food from a non-fixed place of business) and flowers. Vending licenses are issued for a single location and not transferable to another site as not all properties are zoned for retail sales. Each applicant for a vendor has to provide evidence to the Town of the property owner's authorization and the permit conditions, such as road setbacks and parking availability, are site specific. Vending is only permissible on private commercial property, not Town owned property. Only the Paradise Community Park has been made available, though the adoption of Ordinance 461, for reserved private use and just like the reserved use of other public property, requires a \$1,000,000 liability policy naming the Town as additionally insured.

Vendors are still required to comply with all other regulations of the Paradise Municipal Code as well as any pertinent county, state, or federal law per PMC Section 5.11.030.D *License Conditions*. This includes the zoning ordinance (Title 17 of the PMC) which dictates in which zoning districts retail sales are permitted – the Community Commercial zone and Central Business zone (downtown).

Chapter 5.11 of the PMC does apply additional regulations to vending in the downtown; restricting the license to four (4) consecutive days or less and linked to a special community event sponsored by either a nonprofit group and/or public entity recognized

by the Town of Paradise. In practical terms that means full-time food vendors are unable to secure vending licenses for any properties along those portions of Skyway, Foster Road or Almond Street that sit between Pearson and Elliott Roads as well as Pearson Road between Skyway and Black Olive Drive.

## **Discussion:**

### ***Popularity in mobile food vending***

With the increased popularity of food trucks as a quick and convenient means of dining, the Town has seen an increase, though modest compared to neighboring jurisdictions, in the request for, and issuance of, vending licenses specifically for food trucks (not counting fruit & vegetable stands). Food trucks provide unique dining alternatives and allow for business owners to participate in a restaurant style land use without the difficulty of finding a vacant building that has sufficient septic capacity for a traditional restaurant.

### ***How vending and special events are different***

In the context of food trucks, this discussion warrants mentioning the difference between a vending license and a special event permit. A vending license is for one vendor at a specific commercial site to sell food and/or flowers for an entire calendar year through the issuance of a license granted by the Planning Division. A special event permit is for an organized event consisting of many vendors that is for a specific day and time and may be located on nonresidential property that extends beyond the Community Commercial and Central Business zoning districts such as the Community Facilities and Community Services zoning districts. Some examples of special event permits are Wine in the Pines, Johnny Appleseed, Chocolate Fest, and Food Truck Paradise. Those permit applications are reviewed by the Town Manager, the Police Chief, the Fire Marshal, and the Public Works Manager. In addition, the events are inspected by the Fire Marshal. As you can see, there currently is, and has been, an avenue for permitting the occasional food truck rally. This particular discussion is in regards to individual vendors who conduct business on a full-time daily basis under an annual permit.

### ***Overall goals for the downtown as presented in the Downtown Revitalization Master Plan and General Plan***

When considering revisions to ordinances that regulate activities within the downtown, it's important to note that the Town has at least three existing adopted documents that outline objectives and policies for the downtown. They are the Downtown Revitalization Master Plan, adopted by council in 2000, the Town of Paradise Design Standards, adopted by council in 2010, and the 1994 Town of Paradise General Plan. Some goals of the Downtown Revitalization Master Plan are to "strengthen the downtown's retail & professional service base and encourage the clustering of related businesses" and "to enhance the downtown's physical appeal and image". To that end, the Downtown Design Standards set a goal to "use good design to create a place that attracts pedestrians, promotes mixed-use developments, encourages commerce, and aesthetically improves the character of Paradise, as a charming mountain community". And finally, the 1994 Town of Paradise General Plan is the blueprint for development

within the Town and contains policies to achieve those goals. Land Use Policy 29 (LUP-29) states "the Central Commercial area [General Plan designation for the Central Business zoning district] should fill a community-wide goods and services role and should provide a focus for visitors to the community". LUP-31 echoes a similar sentiment with "commercial development along Skyway should be directed toward visitor services, and retail sales and infill strip development should be permitted along the Skyway between Neal Road and Bille Road".

***If allowed, should vending in the downtown be subject to additional conditions?***

Only when you collectively consider all of the goals already in place, which strive to support and strengthen the downtown, can you provide effective and constructive direction for achieving those objectives. Knowing that a successful and thriving downtown is meant to be the focus of our community, are there vending regulations contained within Chapter 5.11 of the PMC that, if revised, would help to further those goals and objectives? Does opening up full-time vending in the downtown promote economic vitality and enhance the image and identity of the downtown? There is a balance between ensuring that food trucks have ample vending opportunities within the Town without posing a threat to brick-and-mortar restaurants, blocking the already limited supply of parking in the downtown, or creating incompatible aesthetics.

If the Council would like to formally consider revising the regulations governing vending in the downtown, staff would bring back a draft ordinance for review. At this time, feedback from Council is requested before creating an ordinance based, in part, on these considerations:

- Should all food concession and flower sales be permitted in the downtown or only mobile food trucks?
- Knowing that the size of permitted outdoor displays in the downtown are half that of other commercial areas, should there be a limit or ban on outdoor furniture and/or shade covers for vendors?
- Should vending licenses only be issued on properties that have an active business on-site?
- Are there any design standards that should be applied to mobile food units in the downtown?
- Typically one portable sign is allowed, as part of the permit conditions, with each vending license. Due to the small sizes of the parcels in the downtown, the already reduced road setback, the primary business on-site being allowed their own portable sign, would allowing downtown vendors a portable sign create too much visible clutter?

**Financial Impact:**

Discussion of municipal code ordinances will have no financial impact upon the Town of Paradise.



*Annual Conference  
Resolutions Packet*

*2018 Annual Conference Resolutions*



*Long Beach, California*

*September 12 – 14, 2018*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

**POLICY COMMITTEES:** Five policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality, Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, September 12, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 13, at the Hyatt Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 13. Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224



## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## LOCATION OF MEETINGS

### **Policy Committee Meetings**

Wednesday, September 12, 9:00 – 11:00 a.m.  
Hyatt Regency Long Beach  
200 South Pine Avenue, Long Beach

### **The following committees will be meeting:**

1. Environmental Quality
2. Governance, Transparency & Labor Relations
3. Housing, Community & Economic Development
4. Revenue & Taxation
5. Transportation, Communication & Public Works

### **General Resolutions Committee**

Thursday, September 13, 1:00 p.m.  
Hyatt Regency Long Beach  
200 South Pine Avenue, Long Beach

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 14, 12:30 p.m.  
Long Beach Convention Center  
300 East Ocean Boulevard, Long Beach

**KEY TO ACTIONS TAKEN ON RESOLUTIONS**

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee  
 2 - General Resolutions Committee  
 3 - General Assembly

**ENVIRONMENTAL QUALITY POLICY COMMITTEE**

		1	2	3
2	Repeal Preemption of Regulating Pesticides			

**GOVERNANCE, TRANSPARENCY & LABOR RELATIONS POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**REVENUE & TAXATION POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

**TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE**

		1	2	3
1	Local Municipal Authority, Control, and Revenue			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

**KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)**

Resolutions have been grouped by policy committees to which they have been assigned.

**KEY TO REVIEWING BODIES**

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

**KEY TO ACTIONS TAKEN**

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

**ACTION FOOTNOTES**

- \* Subject matter covered in another resolution
- \*\* Existing League policy
- \*\*\* Local authority presently exists

**Procedural Note:**

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: [Resolution Process](#).

**1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE LEAGUE TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE AND EXPLORE THE PREPARATION OF A BALLOT MEASURE AND/OR CONSTITUTIONAL AMENDMENT THAT WOULD FURTHER STRENGTHEN LOCAL DEMOCRACY AND AUTHORITY**

Source: City of Beverly Hills

Concurrence of five or more cities/city officials: Cities: Arcadia, Burbank, Cupertino; Duarte; Oceanside; Ontario; Palo Alto; Redondo Beach; Santa Cruz; Sunnyvale; Torrance; West Hollywood

Referred to: Governance, Transparency & Labor Relations; Housing, Community & Economic Development; Revenue and Taxation; and Transportation, Communication & Public Works Policy Committees

**WHEREAS**, the State of California is comprised of diverse communities that are home to persons of differing backgrounds, needs, and aspirations; yet united by the vision that the most accessible, responsive, effective, and transparent form of democratic government is found at the local level and in their own communities; and

**WHEREAS**, subsidiarity is the principle that democratic decisions are best made at the most local level best suited to address the needs of the People, and suggests that local governments should be allowed to find solutions at the local level before the California Legislature imposes uniform and overreaching measures throughout the State; and

**WHEREAS**, the California Constitution recognizes that local self-government is the cornerstone of democracy by empowering cities to enact local laws and policies designed to protect the local public health, safety and welfare of their residents and govern the municipal affairs of charter cities; and

**WHEREAS**, over recent years there have been an increasing number of measures introduced within the Legislature or proposed for the state ballot, often sponsored by powerful interest groups and corporations, aimed at undermining the authority, control and revenue options for local governments and their residents; and

**WHEREAS**, powerful interest groups and corporations are willing to spend millions in political contributions to legislators to advance legislation, or to hire paid signature gatherers to qualify deceptive ballot proposals attempting to overrule or silence the voices of local residents and their democratically-elected local governments affected by their proposed policies; and

**WHEREAS**, powerful interest groups and corporations propose and advance such measures because they view local democracy as an obstacle that disrupts the efficiency of implementing corporate plans and increasing profits and therefore object when local residents—either through their elected city councils, boards of supervisors, special district boards, or by action of local voters—enact local ordinances and policies tailored to fit the needs of their individual communities; and

**WHEREAS**, public polling repeatedly demonstrates that local residents and voters have the highest levels of confidence in levels of government that are closest to the people, and thus would be likely to strongly support a ballot measure that would further strengthen the ability of communities to govern themselves without micromanagement from the state or having their authority undermined by deep-pocketed and powerful interests and corporations.

**RESOLVED** that the League of California Cities should assess the increasing vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and/or constitutional amendment that would give the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy to best preserve their local quality of life.

## **Background Information on Resolution No. 1**

**Source:** City of Beverly Hills

### **Background:**

The relationship between the state and cities functions best as a partnership where major policy issues are approached by the state with careful consideration of the varied conditions among the state's 482 cities and 58 counties. There should be an appreciation of the importance of retaining local flexibility to tailor policies to reflect the needs and circumstances of the local community. Still, cities have had to respond to state legislation that undermines the principle of "local control" over important issues such as land use, housing, finance, infrastructure, elections, labor relations and other issues directly affecting cities.

Alexis de Tocqueville's "Democracy in America" examined the operation of the principle of subsidiarity in the early 19<sup>th</sup> century. Subsidiarity is an organizing principle that states matters should be handled by the smallest, lowest or least centralized competent authority. Tocqueville wrote that "Decentralization has not only an administrative value, but also a civic dimension, since it increases the opportunities for citizens to take interest in public affairs; it makes them get accustomed to using freedom." Tocqueville's works were first published in 1835 with a second volume published in 1840. The United States had a population of just 17 million people in 1840, less than 50% of the population of California today and yet there was value found in decentralization.

Another consideration is to examine how the European Union ("EU") operates. There are two prime guiding principles for the EU. The first is principle of conferral, which states that the EU should act only within the limits of the competences conferred on it by the treaties. The second, which is relevant to this resolution, is the principle of subsidiarity, which states that the EU should act only where an objective cannot be sufficiently achieved by the member states acting alone. Sacramento should operate in a similar manner and only govern when objectives need to be achieved at a much larger level than a local government.

For years, Governor Jerry Brown himself has spoken on the principle of "subsidiarity." Governor Brown has asserted for numerous years that local officials should have the flexibility to act without micromanagement from Sacramento.

Legislation introduced in both 2017 and 2018 by the state legislature has continually threatened local control in flagrant opposition to the principle of subsidiarity. This has included, but not been limited to, Senate Bill 649 (Hueso) Wireless Telecommunications Facilities ("SB 649") in 2017; AB 252 (Ridley-Thomas) Local government: taxation: prohibition: video streaming services ("AB 252") in 2017; and Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus ("SB 827") in 2018.

SB 649 would have applied to all telecommunications providers and the equipment they use, including "micro-wireless," "small cell," and "macro-towers," as well as a range of video and cable services. The bill would have allowed the use of "small cell" wireless

antennas and related equipment without a local discretionary permit in all zoning districts as a use by-right, subject only to an administrative permit. Additionally, SB 649 provided a de facto CEQA exemption for the installation of such facilities and precluded consideration by the public for the aesthetic, nuisance, and environmental impacts of these facilities. SB 649 would have also removed the ability for cities to obtain fair and reasonable compensation when authorizing the use of public property and rights of way from a “for profit” company for this type of use.

SB 649 passed out of the State Assembly by a vote of 46-16-17 and out of the State Senate by a vote of 22-10-8 despite over 300 cities and 47 counties in California providing letters of opposition. Ultimately, Governor Brown vetoed the bill as he believed “that the interest which localities have in managing rights of way requires a more balanced solution than the one achieved in this bill.” It is strongly believed that the issue of wireless telecommunications facilities is not over and it is anticipated that legislation will be introduced on this topic in January 2019.

Another example of an incursion into local control was AB 252, which would have prohibited any tax on the sale or use of video streaming services, including sales and use taxes and utility user taxes. Over the last two decades, voters in 107 cities and 3 counties have adopted measures to modernize their Utility User Tax (“UUT”) ordinances. Of these jurisdictions, 87 cities and 1 county approved ordinances to allow a UUT on video providers. Prior to its first Committee hearing, AB 252 received opposition letters from 37 cities, the League of California Cities, South Bay Council of Governments, California Contract Cities Association, and nine other organizations. This bill failed in the Assembly Revenue and Taxation Committee 8-0-2, which the author of the Committee chaired.

More recently, SB 827 would have overridden local control on housing development that was within ½ mile of a major transit stop or ¼ mile from a high-quality bus corridor as defined by the legislation with some limitations. On April 17, 2018, SB 827 failed in the Senate Transportation and Housing Committee 4-6-3 but was granted reconsideration. State legislators have indicated they will continue to introduce legislation that will override local zoning ordinances for the development of affordable housing in conjunction with mixed use and/or luxury condominium/apartment housing.

These are just three examples of the increasing attempts by Sacramento to supersede local control. Presently, there are discussions occurring in Sacramento to ban cities from creating their own municipal broadband or to prohibit local ordinances over the regulation of shared mobility devices such as dockless electric scooters. These decisions should remain with each individual jurisdiction to decide based on the uniqueness of their community and the constituents that live in each city.

Often fueled by the actions of special interest groups, Sacramento is continually attempting to overreach their authority with various incursions on local control. The desire in Sacramento to strip communities of their ability to make decisions over issues which should remain at the local level seems to intensify each state legislative cycle. Increasingly, legislation is being introduced with a “one-size-fits-all” approach which is detrimental in a



state with over 40 million residents that have extremely diverse communities from the desert to the sea, from the southern to the northern borders.

Loren King in the book “Cities, Subsidiarity and Federalism” states, “Decisions should be made at the lowest feasible scale possible”. The proposed resolution directs the League of California Cities to assess the increasing vulnerabilities to local authority, control and revenue. It also directs the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment which would aim to ensure that decisions are made as close to home as possible.

Local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic. Any ballot measure and/or constitutional amendment should institutionalize the principle of subsidiarity, while encouraging inclusive regional cooperation that recognizes the diversity of California’s many individual communities. The time has come to allow the residents of California’s voters to decide if they prefer top down governance from Sacramento or bottom up governing from their own locally elected officials.

## **League of California Cities Staff Analysis on Resolution No. 1**

Staff: Dan Carrigg, Johnnie Pina  
Committees: Governance, Transparency and Labor Relations  
Housing, Community & Economic Development  
Revenue & Taxation  
Transportation, Communication and Public Works

### **Summary:**

This Resolution states that the League of California Cities should assess the vulnerabilities to local authority, control and revenue and explore the preparation of a ballot measure and or constitutional amendment that would give the state’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

### **Background:**

The City of Beverly Hills is sponsoring this resolution in reaction to their concerns over measures coming from the Legislature and the initiative process attempting to roll back local control and hinder cities from providing optimal services to their residents.

As examples, the city cites the 2017-2018 legislative cycle, the Legislature introduced bills such as Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, and AB 252 (Ridley-Thomas) proposing to prohibit taxes on video streaming services, and more recently Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing. SB 649 was vetoed by the Governor and SB 827 died in policy committee, however if these measures had been signed into law they would have impinged on the ability of a local government to be responsive to the needs of their constituents.

The city maintains that “local government, when done right, is the best form of democracy precisely because it is closest to home. A ballot measure and/or constitutional amendment would provide the state’s voters an opportunity to further strengthen local authority and maintain the role of local democracy to best preserve their local quality of life while still leaving the appropriate issues at the county, regional or state legislature depending on the topic.”

### **Fiscal Impact:**

By requesting the League to “assess” vulnerabilities and “explore” the preparation of a ballot measure that would further protect local authority, there are no proposals to be quantified. But it is presumed that the League would not pursue a measure that did not have positive impacts of further protecting local authority.

For the League as an organization, however, the fiscal impact of sponsoring a ballot measure can be very expensive. It can take several million dollars to qualify a measure via signature gathering, and much more to fund an effective campaign and overcome organized opposition.

### **Comments:**

- 1) Ballot measure advocacy is a settled aspect of California’s political process. This year’s November ballot is an example of that, with proposals ranging from dividing California

into three states, restoring rent control, repealing transportation funding, to funding housing and water bonds. Three other measures are not on the November ballot after their sponsors spent millions gathering signatures to qualify measures, then leveraged last-minute legislative deals in exchange for pulling them from the ballot.

- 2) Most major stakeholder organizations in Sacramento have realized that they cannot rely on legislative advocacy alone to protect their interests, but must develop and maintain the capacity to protect their interests in the ballot process as well.
- 3) The League has been engaged in ballot advocacy for nearly 20 years. In the early 2000's, city officials were angered by repeated state raids of local revenues. These concerns led to the League --for the first time in its then 100-year history--developing a ballot advocacy infrastructure that included forming and fundraising for an issues political action committee (PAC), establishing a network of regional managers, and building a coalition with other organizations that ultimately led to the passage of Prop. 1A of 2004. Over the years, the League's successful campaigns include the passage of Proposition 1A and Proposition 99 and the defeat of Propositions 90 and 98.

**a. Yes on Proposition 1A (2004)**

As a result of the passage of Prop 1A, local government revenues that otherwise would have been raided by the state legislature were kept in local coffers. This resulted in increased funding for public safety, health, libraries, parks and other locally delivered services. Proposition 1A PASSED WITH 83.7% OF THE VOTE.

**b. No on Proposition 90 (2006)**

Prop. 90 was a well-financed special interest-backed initiative that sought to eliminate most of local governments' land use decision making authority. Led by the League, the opposition educated voters on how this measure's far reaching provisions would have cost taxpayers billions of dollars by driving up the cost of infrastructure projects, prevented voters and state and local agencies from enacting environmental protections, jeopardized public safety services and more. Proposition 90 FAILED WITH 52.4% OF THE VOTERS VOTING NO.

**c. No on Proposition 98 Yes on Proposition 99 (2008)**

Given the hidden agendas within Prop 98, our message was not always an easy one to communicate to the electorate. The No on 98/ Yes on 99 campaign was able to educate voters on the important differences between both measures. As a result, important eminent domain reforms were enacted and both land use decision making and rent control were preserved within our communities. Proposition 98 FAILED WITH 61.6% OF THE VOTERS VOTING NO. Proposition 99 PASSED BY 61% OF THE VOTE.

**d. Yes on Proposition 22 (2010)**

As a result of the passage, local governments have been able to pay for infrastructure investment, create local jobs and avoid devastating cuts in our communities. Proposition 22 APPROVED BY 60.7% OF VOTERS.

- 4) While the League has been able to recently defeat several major legislative proposals aimed at undermining local authority, and avoid a battle over the Business Roundtable’s measure in November due to the “soda tax” deal, the threats to local authority and revenue remain a constant concern. Other interest groups may be emboldened by some of the recent “deals” cut by ballot proponents and seek to implement similar strategies for the 2020 ballot. The next Governor may also have different philosophies than Governor Jerry Brown on “subsidiarity.”
- 5) The League’s President opted to send this resolution to four policy committees for several reasons: (a) the recent major threats to local control covered broad policy areas: telecom, land use, contracting, and revenue; and (b) having this issue vetted broadly within the League policy process will provide a better assessment of the depth of concern for the vulnerability to local control within the membership
- 6) If the membership chooses to approve this measure, it is strongly advisable to retain continued flexibility for the League to “assess” vulnerabilities and “explore” options. Any ballot initiative consideration must be approached very carefully by the organization. It is a difficult and very expensive endeavor that can have additional political ramifications. For 120 years the League’s core mission has been to protect local control - and it has gone to the ballot successfully before to do so -- but any such effort must be approached thoughtfully, prudently and cautiously.

**Existing League Policy:**

Related to this Resolution, existing policy provides:

- The League of California Cities’ Mission Statement is, “To expand and protect local control for cities through education and advocacy. To enhance the quality of life for all Californians”
- The League of California Cities’ Summary of Existing Policy and Guidelines states, “We Believe
  - Local self-governance is the cornerstone of democracy.
  - Our strength lies in the unity of our diverse communities of interest.
  - In the involvement of all stakeholders in establishing goals and in solving problems.
  - In conducting the business of government with openness, respect, and civility.
  - The spirit of public service is what builds communities.
  - Open decision-making that is of the highest ethical standards honors the public trust.
  - Cities are the economic engine of California.
  - The vitality of cities is dependent upon their fiscal stability and local autonomy.
  - The active participation of all city officials increases the League’s effectiveness.
  - Focused advocacy and lobbying is most effective through partnerships and collaboration.
  - Well-informed city officials mean responsive, visionary leadership, and effective and efficient
  - city operations.”
- Click here to view the [Summary of Existing Policy and Guiding Principles 2018](#).

**Support:**

The following letters of concurrence were received: Steven Scharf, Cupertino City Council Member; Michael S. Goldman, Sunnyvale City Council; Lydia Kou, Palo Alto City Council Member; David Terrazas, Mayor of Santa Cruz; Peter Weiss, Mayor of Oceanside; Alan D. Wapner, Mayor pro Tem of Ontario; Patrick Furey, Mayor of Torrance; Lauren Meister, West Hollywood Council Member; Liz Reilly, Duarte Mayor Pro Tem; Bill Brand, Mayor of Redondo Beach; Sho Tay, Mayor of Arcadia; Emily Gabel-Luddy, Mayor of Burbank.

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Agoura Hills; Calabasas; Davis; Menlo Park; Moorpark; Ojai; Oxnard; Richmond; West Hollywood

Referred to: Environmental Quality

**WHEREAS**, anticoagulant rodenticides are poisonous bait products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals, including pets, that accidentally ingest the products. Approximately 10,000 children under the age of six are accidentally poisoned by anticoagulant rodenticides each year nationwide; and

**WHEREAS**, in response to these harms, the California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides; and

**WHEREAS**, the state of California currently only recognizes the harm posed by second-generation anticoagulant rodenticides, which are prohibited in state wildlife habitat areas but are still available for agricultural purposes and by certified applicators throughout the state of California; and

**WHEREAS**, first-generation anticoagulant rodenticides are still available to the public and used throughout California without limitation; and

**WHEREAS**, nonpoisonous rodent control methods, such as controlling trash, sealing buildings, setting traps, erecting raptor poles and owl boxes, and removing rodent nesting areas are also effective rodent control methods; and

**WHEREAS**, the state of California preempts cities from regulating pesticides; and

**WHEREAS**, many cities across California have passed resolutions restricting pesticide use on city property and have expressed the desire to ban the use of pesticides within their jurisdictions.

**NOW, THEREFORE, BE IT RESOLVED** by the General Assembly of the League of California Cities, assembled in Long Beach, California on September 14, 2018, to do as follows:

1. Encourage the state of California to fund and sponsor further research into the negative impacts of anticoagulant rodenticides to determine whether the use of these products should be further restricted or banned statewide.

2. Direct the League of California Cities staff to consider creating a task force with other organizations and jointly commission a report on the unintended negative impact of anticoagulant rodenticides;
3. Encourage cities throughout California to eliminate use of anticoagulant rodenticides as part of their maintenance program in city-owned parks, lands, and facilities and to report on the effectiveness of other rodent control methods used in their maintenance program;
4. Encourage property owners throughout California to eliminate use of anticoagulant rodenticides on their properties;
5. Encourage cities throughout California to join in these advocacy efforts to mitigate the unintended negative impacts of anticoagulant rodenticides;
6. Endorse a repeal of California Food and Agriculture Code § 11501.1 to end local preemption of regulating pesticides; and
7. Call for the Governor and the Legislature to work with the League of California Cities and other stakeholders to consider and implement this reform.

## **Background Information on Resolution**

Source: City of Malibu

Background:

### **A. Anticoagulant rodenticides are unnecessarily destructive and dangerous**

Anticoagulant rodenticides contain lethal agents that disrupt the normal blood clotting or coagulation process causing dosed rodents to die from uncontrolled bleeding or hemorrhaging. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait. Animals commonly targeted by anticoagulant rodenticides include rats, mice, gophers and squirrels. Non-target predator wildlife victims, which are exposed to an 80-90% risk of poisoning, include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. The endangered species at risk of poisoning include fishers, spotted owls, and San Joaquin foxes. The use of anticoagulant rodenticides not only harms rodents, but it commonly harms pets, such as dogs, cats, and bunnies, and other wildlife that mistakenly eat the bait through primary poisoning or that unknowingly consume animals that have ingested the anticoagulant rodenticide through secondary poisoning. Children also suffer poisoning by mistakenly ingesting anticoagulant rodenticides.

California recognizes the grave harm that can be caused by anticoagulant rodenticides and has partially restricted access to second-generation anticoagulant rodenticides by the public:

Because of documented hazards to wildlife, pets and children, the California Department of Pesticide Regulation has restricted public access to some of these materials in California. As of July 1, 2014, rodenticide products containing the active ingredients brodifacoum, bromadiolone, difethialone and difenacoum are only to be used by licensed applicators (professional exterminators).<sup>1</sup>

California has also prohibited the use of these ingredients in any “wildlife habitat area,” which is defined as “any state park, state wildlife refuge, or state conservancy.”<sup>2</sup>

The United State Environmental Protection Agency<sup>3</sup> and the California Department of Pesticide Regulation<sup>4</sup> have both documented in detail the damage to wildlife from second-generation anticoagulant rodenticides in support of the 2014 consumer ban on the purchase and use of the products. While first-generation anticoagulant rodenticides are less toxic, they are far more abundant due to their continued availability to all members of public.<sup>4</sup> The California Department of Fish & Wildlife was tasked with collecting data on poisoning incidents to ascertain the effectiveness of the restrictions on second-generation anticoagulant rodenticides. After almost four years of collecting data, there was no evidence supporting a reduction in the number of poisonings.

<sup>1</sup> <https://www.wildlife.ca.gov/living-with-wildlife/rodenticides>.

<sup>2</sup> Cal. Food and Agric. Code § 12978.7.

<sup>3</sup> <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

<sup>4</sup> [https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum\\_final\\_assess.pdf](https://www.cdpr.ca.gov/docs/registration/reevaluation/chemicals/brodifacoum_final_assess.pdf)



Recent studies by the University of California, Los Angeles and the National Park Service on bobcats have shown that first-generation anticoagulant rodenticide poisoning levels similar to the second-generation anticoagulant rodenticides poisoning levels.<sup>5</sup> A comprehensive study of 111 mountain lions in 37 California counties found first-generation anticoagulant rodenticides in the liver tissue of 81 mountain lions (73% of those studied) across 33 of the 37 counties, and second-generation anticoagulant rodenticides in 102 mountain lions (92% of those studied) across 35 of the 37 counties.<sup>6</sup> First-generation anticoagulant rodenticides were identified as contributing to the poisoning of Griffith Park mountain lion, P-22, (who was rescued), and the deaths of Newbury Park mountain lion, P-34, and Verdugo Hills mountain lion, P-41.

This data demonstrates the inadequacy of current legislative measures to ameliorate the documented problem caused by both second-generation and first-generation anticoagulant rodenticides.

**B. State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides**

A general law city may not enact local laws that conflict with general state law.<sup>7</sup> Local legislation that conflicts with state law is void.<sup>8</sup> A local law conflicts with state law if it (1) duplicates, (2) contradicts, or (3) enters a field that has been fully occupied by state law, whether expressly or by implication. A local law falling into any of these categories is “preempted” and is unenforceable.

State law expressly bars local governments from regulating or prohibiting pesticide use. This bar is codified in the California Food and Agricultural Code § 11501.1(a):

This division and Division 7 . . . are of statewide concern and occupy the whole field of regulation regarding the registration, sale, transportation, or use of pesticides to the exclusion of all local regulation. Except as otherwise specifically provided in this code, no ordinance or regulation of local government, including, but not limited to, an action by a local governmental agency or department, a county board of supervisors, or a city council, or a local regulation adopted by the use of an initiative measure, may prohibit or in any way attempt to regulate any matter relating to the registration, transportation, or use of pesticides, and any of these ordinances, laws or regulations are void and of no force or effect.

State law also authorizes the state to take action against any local entity that promulgates an ordinance or regulation that violates § 11501.1(a).<sup>9</sup> The statute was specifically adopted to overrule a 30 year old court decision in *People v. County of Mendocino*,<sup>10</sup> which had held that a

<sup>5</sup> L. E. K. Serieys, et al, “Anticoagulant rodenticides in urban bobcats: exposure, risk factors and potential effects based on a 16-year study,” *Ecotoxicology* (2015) 24:844–862.

<sup>6</sup> J. Rudd, et al, “Prevalence of First-Generation and Second-Generation Rodenticide Exposure in California Mountain Lions,” Proceeding of the 28<sup>th</sup> Vertebrate Pest Conference, February 2018.

<sup>7</sup> Cal. Const. art. XI § 7.

<sup>8</sup> *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, 743.

<sup>9</sup> Cal. Food and Agric. Code § 11501.1, subd. (b).

<sup>10</sup> *People ex rel. Deukmejian v. County of Mendocino* (1984) 36 Cal. 3d 476.

local regulation prohibiting aerial application of phenoxy herbicides was not then preempted by state or federal law.<sup>11</sup>

The use of pesticides is broadly regulated by state law. In the language of preemption law, the state “occupies the field,” leaving no room for additional local law on the subject. Accordingly, a city’s ban on the use of anticoagulant rodenticides would be unenforceable.

**C. California should repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to decide how to regulate pesticides within their own jurisdictions based on local concerns**

The state of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Recognizing that cities’ power to “make and enforce within its limits all local, police, sanitary, and other ordinances and regulations” is presently preempted by the general laws of the state, cities throughout California request that the state provide cities with the authority to decide how to deal with rodents based on their land use.

Depending on such land use, cities may decide to allow the use of nonpoisonous control methods, non-anticoagulant rodenticides, or anticoagulant rodenticides, if necessary. Nonpoisonous methods to control rodent pests, include sealing entrances to buildings, sanitizing property, removing rodent habitats, such as ivy or wood piles, setting traps, and erecting raptor poles or owl boxes. For example, a recent landmark study by Ventura County established that installing raptor poles for hawks and owls was more effective than anticoagulant rodenticides in reducing the damage to water control levees caused by ground squirrel burrows. Burrows decreased by 66% with the change.<sup>12</sup>

The ultimate goal is to allow cities to address their local concerns with the input of community members at open and public meetings. Presently, cities are unable to adequately address local concerns; they are limited to encouraging or discouraging behavior.

**D. Conclusion**

The negative effects from the use of anticoagulant rodenticides across California has garnered the interest of cities and community members to remedy the problem. By presenting this resolution to the League of California Cities, the City of Malibu hopes to organize support and gain interest at the state level to repeal the preemption in Cal. Food and Agric. Code § 11501.1 to provide cities with the authority to regulate pesticides based on individual, local concerns.

<sup>11</sup> *IT Corp. v. Solano County Bd. Of Supervisors* (1991) 1 Cal. 4th 81, fn. 9; *Turner v. Chevron USA Inc.*, 2006 WL 1314013, fn. 14 (unpublished).

<sup>12</sup> <http://vcportal.ventura.org/BOS/District2/RaptorPilotStudy.pdf>

## **League of California Cities Staff Analysis on Resolution No. 2**

Staff: Erin Evans-Fudem  
Committee: Environmental Quality

### **Summary:**

This resolution seeks to have the state and the League study the negative impacts of anticoagulant rodenticides and address the inability of cities to regulate the use of rodenticides and pesticides.

Specifically related to anticoagulant rodenticides, the resolution would encourage the state to fund research into the negative impacts and a potential restriction or ban; direct the League to consider creating a task force to study and report on the unintended negative consequences; encourage cities and property owners to eliminate use; and encourage cities to join advocacy efforts. In addition, the resolution would direct the League to endorse repeal of a statute that preempts local regulation of pesticides.

### **Background:**

The City of Malibu is sponsoring this resolution out of concern about the effect of a certain type of rodent control (anticoagulant rodenticides) has on other wildlife. According to the City, anticoagulant rodenticides disrupt the blood clotting process and therefore cause rodents to die from bleeding or hemorrhaging. This rodenticide is commonly used on rats, mice, gophers, and squirrels. Predator animals that eat rodents can be exposed to anticoagulant rodenticides if they consume animals that have eaten the bait. These animals include owls, hawks, bobcats, bears, foxes, coyotes, and mountain lions. Furthermore, pets can also be exposed to anticoagulant rodenticides if they eat the bait or consume animals that have eaten the bait.

Some cities have passed “ceremonial resolutions” locally. For example, the City of Malibu has two ordinances in place to discontinue use of rodenticides and traps in city-owned parks, roads, and facilities, as well as encourage businesses and property owners not to use anticoagulant rodenticides on their property.

### **Fiscal Impact:**

Costs to cities would include using alternative methods of rodent control and studying the efficacy. Since the resolution encourages, but does not mandate action by cities, city costs would be taken on voluntarily.

Fiscal impact to the League would include costs associated with the task force, scientific research, and educating League staff and members. For the task force, the League may incur costs associated with staffing, convening, and educating a task force to study anticoagulant rodenticides, as well as the cost of writing a report. This could include a need for outside experts with knowledge of pesticides and their ecological impacts. League resources would also be utilized to support proposals to repeal the statute preempting local regulation of pesticides; however, this cost may be absorbed with existing staff resources.

**Comments:**

*Pesticides are regulated by federal and state governments.* The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) reserves for the federal government authority over pesticide labeling. States can adopt stricter labeling requirements and can effectively ban sale and use of pesticides that do not meet state health or safety standards.<sup>1</sup> For 51 years, California has reserved regulation of pesticides for the state only, preempting local regulation.<sup>2</sup> This preemption has been ratified and confirmed in subsequent court decisions and legislation. However, County Agricultural Commissioners work to enforce the state laws. Local governments may regulate or restrict pesticide use in their own operations, including use in municipal buildings or parks.<sup>3,4</sup>

*Broad direction.* This resolution would direct the League to take a position allowing broad local discretion over pesticide regulation in general. Because the regulation of anticoagulant rodenticides is largely based in science, additional or outside expertise may be needed to ensure full understanding of the science behind rodent control methods. The resolution itself is not limited to allowing local governments to regulate anticoagulant rodenticides, which this resolution otherwise targets.

*Rodent control methods.* There are numerous methods of controlling rodents, including lethal traps, live traps, and poison baits. There are two generations of rodenticide poisons because after rodents became resistant to the first generation, the second was developed. The U.S. Environmental Protection Agency (U.S. EPA) provides the following information below related to the science and use of anticoagulant rodenticides:

Most of the rodenticides used today are anticoagulant compounds that interfere with blood clotting and cause death from excessive bleeding. Deaths typically occur between four days and two weeks after rodents begin to feed on the bait.

First-generation anticoagulants include the anticoagulants that were developed as rodenticides before 1970. These compounds are much more toxic when feeding occurs on several successive days rather than on one day only. Chlorpophacinone, diphacinone and warfarin are first-generation anticoagulants that are registered to control rats and mice in the United States.

Second-generation anticoagulants were developed beginning in the 1970s to control rodents that are resistant to first-generation anticoagulants. Second-generation anticoagulants also are more likely than first-generation anticoagulants to be able to kill after a single night's feeding. These compounds kill over a similar course of time but tend to remain in animal tissues longer than do first-generation ones. These properties mean that second-generation products pose greater risks to nontarget species that might feed on bait only once or that might feed upon animals that have eaten the bait. Due to these

<sup>1</sup> California Department of Pesticide Regulation (CDPR), *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>2</sup> California Food and Agriculture Code § 11501.1 (1967).

<sup>3</sup> CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 9, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

<sup>4</sup> County Agricultural Commissioners work with CDPR to enforce state laws. CDPR, *A Guide to Pesticide Regulation in California: 2017 Update*, pg. 13, <https://www.cdpr.ca.gov/docs/pressrls/dprguide/dprguide.pdf>.

risks, second-generation anticoagulant rodenticides no longer are registered for use in products geared toward consumers and are registered only for the commercial pest control and structural pest control markets. Second-generation anticoagulants registered in the United States include brodifacoum, bromadiolone, difenacoum, and difethialone.

Other rodenticides that currently are registered to control mice include bromethalin, cholecalciferol and zinc phosphide. These compounds are not anticoagulants. Each is toxic in other ways.<sup>5</sup>

*Legislative attempts to ban.* Several legislative measures have been introduced to ban the use of certain anticoagulant rodenticides (AB 1687, Bloom, 2017. AB 2596, Bloom, 2016). However, neither of these measures were heard and failed to pass key legislative deadlines.

### **Existing League Policy:**

The League does not have policy related to pesticides or rodenticides.

Related to federal regulation, League policy states:

- The League supports flexibility for state and local government to enact environmental and other standard or mandates that are stronger than the federal standards. However, the League reserves the right to question or oppose stronger standards on the merits. The League also opposes legislation that prohibits state and local governments from enacting stricter standards.

### **Support:**

The following letters of concurrence were received: William Koehler, Mayor of Agoura Hills; Fred Gaines, Mayor of Calabasas; Brett Lee, Mayor Pro Tem of Davis; Catherine Carlton, Menlo Park City Council Member; Janice Parvin, Mayor of Moorpark; Suza Francina, Ojai City Council Member; Carmen Ramirez, Oxnard City Council Member; Tom Butt, Mayor of Richmond; Lindsey Horvath, West Hollywood City Council Member

<sup>5</sup> U.S. EPA, Restrictions on Rodenticide Products, <https://www.epa.gov/rodenticides/restrictions-rodenticide-products>

# **LETTERS OF CONCURRENCE**

Resolution No. 1

Local Municipal Authority, Control and Revenue



# City of Arcadia

## Office of the City Council

Sho Tay  
*Mayor*

April A. Verlato  
*Mayor Pro Tem*

Peter M. Amundson  
*Council Member*

Tom Beck  
*Council Member*

Roger Chandler  
*Council Member*

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Arcadia, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that prohibits constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

Sho Tay  
Mayor, City of Arcadia

cc: City of Arcadia City Council  
Vice Mayor John Mirisch, City of Beverly Hills

# CITY OF BURBANK



## OFFICE OF THE MAYOR

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As the Mayor of the City of Burbank, on my own behalf, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.



These continual incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

A handwritten signature in black ink that reads "Emily Gabel-Luddy". The signature is written in a cursive, flowing style.

Emily Gabel-Luddy  
Mayor, City of Burbank

cc: Vice Mayor John Mirisch, City of Beverly Hills  
Jennifer Quan, League Regional Public Affairs Manager (via email)

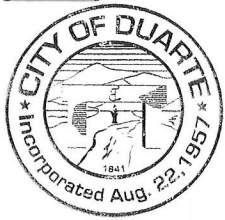
From: Steven Scharf <scharf.steven@gmail.com>  
Sent: Sunday, July 08, 2018 8:34 PM  
To: Cindy Owens  
Subject: Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking only for myself, and not on behalf of the City of Cupertino or other Cupertino City Council Members, I hereby give my support for such a measure. You may use my name as a supporter.

Sincerely,  
Steven Scharf  
Cupertino City Council Member



# City of Duarte

1600 Huntington Drive | Duarte, CA 91010 | Bus. 626.357.7931 | Fax 626.358.0018 | www.accessduarte.com

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL,  
AND REVENUE**

Dear Committee:

The City of Duarte supports the League of California Cities (“League”) Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the State’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) (Wireless Telecommunications Facilities) or the more recently introduced Senate Bill 827 (Wiener) (Planning and Zoning: Transit-Rich Housing Bonus) that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the State legislature and powerful interest groups should be prohibited in areas where it is unwarranted, and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, the City of Duarte strongly supports this resolution.

Sincerely,

Liz Reilly  
Mayor Pro Tem

Mayor  
John Fasana

Mayor Pro Tem  
Liz Reilly

Councilmembers  
Margaret E. Finlay  
Samuel Kang  
Tzeitel Paras-Caracci

City Manager  
Darrell J. George

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF OCEANSIDE

MAYOR  
PETER WEISS

July 10, 2018

COUNCIL MEMBERS  
JACK FELLER  
JEROME KERN  
CHARLES "CHUCK" LOWERY  
ESTHER SANCHEZ

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE  
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL  
AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

I'm writing on behalf of the City of Oceanside to support the League of California Cities' ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents in local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by the state legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons, I strongly support this resolution.

Sincerely,

A handwritten signature in blue ink that reads "Peter Weiss". The signature is written in a cursive style with a large initial "P" and "W".

Peter Weiss  
MAYOR

cc: Vice Mayor John Mirisch, City of Beverly Hills



PAUL S. LEON  
MAYOR

ALAN D. WAPNER  
MAYOR PRO TEM

JIM W. BOWMAN  
DEBRA DORST-PORADA  
RUBEN VALENCIA  
COUNCIL MEMBERS

SCOTT OCHOA  
CITY MANAGER

SHEILA MAUTZ  
CITY CLERK

JAMES R. MILHISER  
TREASURER

July 10, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee Members,

As Mayor pro Tem for the City of Ontario, I support the Annual Conference Resolution proposed by the City of Beverly Hills calling for the League of California Cities to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

In recent years, the state legislature has aggressively ramped up its efforts to wrestle authority away from local government. In the past session alone, we saw egregious and unprecedented attacks on local control with several bills that strike at the heart of local government. These bills, including Senate Bill 649 (Hueso – Wireless Telecommunications Facilities) and Senate Bill 827 (Wiener – Planning and Zoning: Transit-Rich Housing Bonus) show a blatant contempt for the ability of local governments to meet the needs of the local community.

Unfortunately, these bills are likely only the beginning. As such, there is a need for a ballot measure and/or constitutional amendment to clearly enshrine the role of local government in regulating local issues. The passage of the proposed resolution by the City of Beverly Hills recognizes that it is local government, not the state legislature, that best understands the local community and is therefore best-situated to regulate and respond to local issues. For these reasons, I strongly support this resolution.

Sincerely,

Alan D. Wapner  
Mayor pro Tem – City of Ontario

cc: Vice Mayor John Mirisch, City of Beverly Hills

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**Re: EXPLORING A RESOLUTION TO RESPOND TO INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY**

Dear Committee Members:

As one Councilmember of the City of Palo Alto, and in my individual capacity and not on behalf of the Council as a body, or the City, I write to support the League of California Cities (“League”) Annual Conference Resolution proposed by the City of Beverly Hills. This resolution asks the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide voters an opportunity to further strengthen local authority and preserve the role of local democracy. If the resolution passes, I encourage the League to ensure any potential measure includes both charter and general law cities.

State legislation introduced in both 2017 and 2018 has continually threatened to erode local control. Whether this was SB 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continual incursions into local control by state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I support this resolution.

Sincerely,

DocuSigned by:  
*Lydia Kou*  
59E1B1835F4F468E

Lydia Kou  
Councilmember, City of Palo Alto

cc:  
Palo Alto City Council  
Mayor John Mirisch, City of Beverly Hills  
James Keene, Palo Alto City Manager

P.O. Box 10250  
Palo Alto, CA 94303  
650.329.2477  
650.328.3631 fax



**Bill Brand**  
Mayor

415 Diamond Street, P.O. BOX 270  
Redondo Beach, California 90277-0270  
www.redondo.org

tel 310 372-1171  
ext. 2260  
fax 310 374-2039

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND REVENUE**

Dear Committee:

As Mayor of Redondo Beach, I support the League of California Cities Annual Conference Resolution proposed by the City of Beverly Hills calling for the LCC to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities, or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, The State Legislature is continuing to introduce proposals that impinge on the ability of local governments to institute discretionary legislation that is responsive to the needs of their communities.

These continual incursions into local control by the State Legislature, and powerful special interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Bill Brand

cc: Vice Mayor John Mirisch, City of Beverly Hills





MAYOR AND CITY COUNCIL

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 9, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL, AND REVENUE**

Dear General Resolutions Committee Members:

As Mayor of the City of Santa Cruz, I support the League of California Cities (“League”) Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the State’s voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the Legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a State ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned constituents of local jurisdictions from passing a soda tax for twelve years, trumping the will of the people should they wish to support such a measure. However, as a result of the passage of that Assembly Bill, the State ballot initiative was pulled from the November 2018 Ballot.

These continual incursions into local control by the State Legislature and powerful interest groups should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the State of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

David Terrazas  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills

**From:** Michael Goldman <miklg@yahoo.com>  
**Sent:** Saturday, July 07, 2018 4:37 PM  
**To:** Cindy Owens  
**Subject:** Letter of Support for California League of Cities Resolution

Dear Ms. Cowens,

I was forwarded your email requesting support for a resolution in support of "the preparation of a ballot measure and/or state constitutional amendment that would strengthen local authority and preserve the role of local democracy at the local level as the state legislature is continually attempting to override the local authority of cities."

Speaking solely on my own behalf, I hereby give my whole-hearted support for such a measure. The essence of democracy is the control by the people of their community. As public servants, we elected officials serve the democratically expressed will of the public.

Sincerely,

Michael S. Goldman

Sunnyvale City Council, Seat 7



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# CITY OF TORRANCE

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PATRICK J. FUREY  
MAYOR

July 5, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE INCREASING  
VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY, CONTROL AND  
REVENUE**

Dear Committee:

As Mayor of the City of Torrance, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

State legislation introduced in both 2017 and 2018 by the legislature has continually threatened to erode local control. Whether this was Senate Bill 649 (Hueso) Wireless Telecommunications Facilities or the more recently introduced Senate Bill 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus that was defeated in Committee, legislatures are continually introducing proposals that impinge on the ability of a local government to institute discretionary legislation that is responsive to the needs of their constituents.

More recently, a state ballot initiative was introduced that would have made increasing fees and passing taxes more onerous on local jurisdictions due to the interest of powerful interest groups. This interest group successfully negotiated an Assembly Bill that banned on constituents in local jurisdictions from passing a soda tax for twelve years; trumping the will of the people should they wish to support such a measure. However, as a result the passage of that Assembly Bill, the state ballot initiative was pulled from the November 2018 ballot.

These continually incursions into local control by the state legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely

Patrick J. Furey  
Mayor

cc: Vice Mayor John Mirisch, City of Beverly Hills



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 11, 2018

General Resolutions Committee  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**SUBJECT: 2018 CONFERENCE RESOLUTION TO RESPOND TO THE  
INCREASING VULNERABILITIES TO LOCAL MUNICIPAL AUTHORITY,  
CONTROL AND REVENUE**

Dear Committee:

As a Councilmember of the City of West Hollywood, I support the League of California Cities ("League") Annual Conference Resolution proposed by the City of Beverly Hills calling for the League to explore the preparation of a ballot measure and/or constitutional amendment that would provide the state's voters an opportunity to further strengthen local authority and preserve the role of local democracy.

During the current 2017-2018 regular session of the California Legislature, legislators introduced several pieces of legislation that have attempted to erode local control. Whether this was Senate Bill (SB) 649 (Hueso) Wireless Telecommunications Facilities, or more recently SB 827 (Wiener) Planning and Zoning: Transit-Rich Housing Bonus, which was defeated in Committee, legislators continue to introduce proposals that impinge on the ability of local governments to self-determine.

Another good example of how the Legislature takes actions that are detrimental to local governments' control is the legislative compromise between the Legislature and beverages' manufacturers who agreed to withdraw their ballot initiative in exchange for the approval of Assembly Bill (AB) 1838 (Committee on Budget): Local government: taxation: prohibition: groceries, (Chapter 61, Statutes of 2016). As you know, AB 1838 basically prohibited the adoption of a local "soda tax" by any municipality for the next twelve years.





General Resolutions Committee  
League of California Cities  
July 11, 2018  
Page two of two

These incursions into local control by the Legislature, and powerful interest groups, should be prohibited in areas where it is unwarranted and does not best serve the unique communities that make up the state of California.

The passage of the proposed resolution by the City of Beverly Hills would provide direction to the League to pursue a ballot measure and/or constitutional amendment that would strengthen local democracy and authority. For these reasons I strongly support this resolution.

Sincerely,

Lauren Meister,  
Councilmember

cc: Vice Mayor John Mirisch, City of Beverly Hills



# **LETTERS OF CONCURRENCE**

Resolution No. 2

Repeal Preemption of Regulating Pesticides



*"Gateway to the Santa Monica Mountains National Recreation Area"*

July 10, 2018

The Honorable Rich Garbarino  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF LEAGUE OF CALIFORNIA CITIES DECLARING ITS CONTRACT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Agoura Hills supports the proposed above referenced resolution that supports the repeal of preemption in California Food and Agriculture Code §11501.1 that prevents local Governments from regulating pesticides.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

As the gateway to the Santa Monica Mountains we have been witness to the harmful effects of anticoagulant rodenticides on wildlife in our community, and surrounding areas.

For this reason, the City of Agoura Hills is supportive of this resolution, and requests the league's support.

Sincerely,

WILLIAM D. KOEHLER  
Mayor - City of Agoura Hills

cc: Ms. Meg Desmond - [mdesmond@cacities.org](mailto:mdesmond@cacities.org)  
Ms. Mary Linden - [mlinden@malibucity.org](mailto:mlinden@malibucity.org)  
Mr. Greg Ramirez - [gramirez@ci.agoura-hills.ca.us](mailto:gramirez@ci.agoura-hills.ca.us)



CITY of CALABASAS

FRED GAINES  
Mayor

July 9, 2018

**ORIGINAL BY U.S. MAIL**

**VIA EMAIL [mdesmond@cacities.org](mailto:mdesmond@cacities.org)**

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

Re: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE §11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino:

The City of Calabasas supports the proposed resolution to support the repeal of the preemption clause in California Food and Agriculture Code Section 11501.1 regarding pesticide use and regulation so that each city in the State of California is able to decide how to regulate pesticides within their own jurisdiction to adequately address local concerns.

Accordingly, we concur in the submission by the City of Malibu of the above-referenced resolution for consideration by the League of Cities General Assembly at its annual meeting on September 14, 2018.

The City of Calabasas has identified the devastating effect of anticoagulant rodenticides on wildlife in our community and on the ecosystem in our native Santa Monica Mountains. While our City has adopted resolutions and implemented programs to discourage the use of the pesticides by our residents and businesses, we are limited by State law from taking more effective actions.

100 Civic Center Way  
Calabasas, CA 91302  
(818) 224-1600  
Fax (818) 241-7324

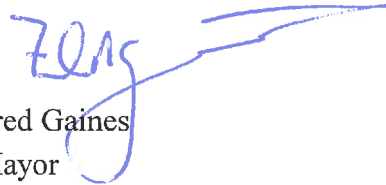




The Honorable Rich Garbarino, President  
League of California Cities  
July 9, 2018  
Page 2

The City of Calabasas is in strong support of providing cities across the State of California with the authority to regulate pesticides based on local concerns in the communities and supports the proposed Resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read "FG", with a long horizontal flourish extending to the right.

Fred Gaines  
Mayor

cc: Mary Linden (MLinden@malibucity.org)



July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A Resolution of the League of California Cities Declaring Its Commitment to Support the  
Repeal of Preemption in California Food and Agriculture Code § 11501.1 That Prevents  
Local Governments from Regulating Pesticides

Dear President Garbarino:

Anticoagulant rodenticides poison unintended targets, including predator wildlife in California and pets that ingest the products. These poisons cause painful, internal hemorrhaging in non-target animals. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Brett Lee  
Mayor Pro Tem

July 5, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS COMMITMENT TO  
SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA FOOD AND AGRICULTURE CODE §  
11501.1 THAT PREVENTS LOCAL GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80% to 90% of predator wildlife in our cities and throughout California. These poisons cause painful, internal hemorrhaging in non-target animals - including pets - that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

My own mother lost a dearly loved pet dog, who was poisoned when it ate a poisoned rat!

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

State law now preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Catherine Carlton

Environmental Committee Vice Chair for the League of California Cities



# CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

**RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES**

Dear President Garbarino:

The City of Moorpark supports the above referenced resolution being brought to a vote at the upcoming League of California Cities Conference on September 14, 2018.

As a community surrounded by the beauty of the Santa Monica Mountains and its wildlife, the City adopted a resolution in 2013 urging Moorpark residents and businesses to not use anticoagulant rodenticides in Moorpark. In 2014, the City applauded passage of AB 2657, which removed many second generation anticoagulant rodenticides from the state.

However, as we are all unfortunately aware, scientific research continues to find anticoagulant rodenticides in non-target animals, including the natural predators that help regulate rodent populations and endangered species throughout California. Accordingly, the City has supported subsequent legislative proposals to ban all anticoagulant rodenticides statewide, including AB 2422, which is currently stalled in the state legislature.

The City further believes that local governments should have the opportunity to regulate pesticide usage within their jurisdictions if the communities they represent desire to do so. Therefore, the City supports the above referenced resolution being brought to a vote.

Yours truly,

Janice Parvin  
Mayor

cc: City Council  
City Manager  
Assistant City Manager  
Assistant to the City Manager  
League of California Cities, Meg Desmond ([mdesmond@cacities.org](mailto:mdesmond@cacities.org))  
City of Malibu, Mary Linden ([MLinden@malibucity.org](mailto:MLinden@malibucity.org))

Councilmember Suza Francina  
City of Ojai  
401 South Ventura Street, Ojai, CA 93023  
Email: [Suzaojaicitycouncil@gmail.com](mailto:Suzaojaicitycouncil@gmail.com)  
Cell: 805 603 8635

July 9, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

Anticoagulant rodenticides are products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,  
Suza Francina  
Councilmember, City of Ojai

July 12, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES DECLARING ITS  
COMMITMENT TO SUPPORT THE REPEAL OF PREEMPTION IN CALIFORNIA  
FOOD AND AGRICULTURE CODE § 11501.1 THAT PREVENTS LOCAL  
GOVERNMENTS FROM REGULATING PESTICIDES

Dear President Garbarino,

I write as one council member of the City of Oxnard regarding the state law that preempts general law cities such as ours from regulating the use of pesticides. Our city is heavily impacted with environmental burdens associated with pesticide use as well as other industrial toxins, which affect the health of the people, wildlife and our environment. Oxnard residents are requesting that the use of pesticides in our public spaces be curtailed and restricted. This would include anticoagulant rodenticides, products that are poisoning 80 to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Despite collecting data for almost four years after this ban, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to this partial restriction of the supply.

Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides. In my official capacity as a city councilmember I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

Letter to President Garbarino  
July 12, 2018  
Page two

I concur with the submission of this resolution at the League of California Cities  
General Assembly at its annual meeting in Long Beach on September 14, 2018.  
Thank you very much for your attention to this.

Sincerely,

A handwritten signature in black ink that reads "Carmen Ramirez". The signature is written in a cursive style with a large initial "C" and a stylized "R".

Carmen Ramirez





*Bay Front. Home Front. Out Front.*

July 6, 2018

The Honorable Rich Garbarino  
President, League of California Cities  
1400 K Street  
Sacramento, California 95814

Re: In Support to Repeal the Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from regulating pesticides

Dear President Garbarino,

Anticoagulant rodenticides poison 80% to 90% of predator wildlife in California. These poisons cause painful, internal hemorrhaging in non-target animals including pets that ingest the products either directly or from consuming poisoned rodents. In addition, approximately 10,000 children under the age of six are accidentally poisoned each year nationwide.

The California Department of Pesticide Regulation banned the consumer purchase and use of second-generation anticoagulant rodenticides in July 2014. Currently, State law preempts general law cities from regulating the use of pesticides, including anticoagulant rodenticides, which has minimized the impact of the State's ban. Despite collecting data for almost four years, the Department of Fish and Wildlife found no evidence supporting a decrease in poisonings by anticoagulant rodenticides due to the partial restriction of the supply.

As a member of the League of California Cities' Environmental Quality Policy Committee, I support the proposed resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 to provide cities across the state of California with the authority to regulate pesticides based on the local concerns in their communities. The State of California should provide cities with the authority to regulate the use of pesticides in their own jurisdictions based on their own individual local needs.

I concur with the submission of this resolution at the League of California Cities General Assembly at its annual meeting in Long Beach on September 14, 2018.

Sincerely,

Mayor Tom Butt  
Richmond, California



# CITY OF WEST HOLLYWOOD

CITY HALL  
8300 SANTA MONICA BLVD.  
WEST HOLLYWOOD, CA  
90069-6216  
TEL: (323) 848-6460  
FAX: (323) 848-6562

TTY: For hearing impaired  
(323) 848-6496

## CITY COUNCIL

JOHN J. DURAN  
*Mayor*

JOHN D'AMICO  
*Mayor Pro Tempore*

JOHN HEILMAN  
*Councilmember*

LINDSEY P. HORVATH  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 13, 2018

The Honorable Rich Garbarino, President  
League of California Cities  
1400 K Street  
Sacramento, CA 95814

RE: A Resolution of the League of California Cities Declaring its Commitment to Support the Repeal of Preemption in California Food and Agriculture Code § 11501.1 that Prevents Local Governments from Regulating Pesticides

Dear President Garbarino,

I am writing to express my support for the above-mentioned resolution to repeal the preemptive clause in California Food and Agriculture Code Section 11501.1 in order to give cities across California the authority to regulate and/or prohibit the use of pesticides in their local communities. I concur with the submission of the proposed resolution to the League of California Cities General Assembly annual meeting on September 14, 2018.

Granting local governments the ability to self-regulate pesticide use better enables cities to protect the health and safety of the public, animals, and the environment. Given that no two cities are identical, local governments must have the power to take a systematic approach to pesticide use and regulation that fits the specific needs of their city. Repealing this section of the code will provide cities the opportunity to act in the best interest of their jurisdiction to set a standard of regulation that offers comprehensive protection, better formulated to protect a community's individual needs.

The City of West Hollywood is in strong support of environmentally-sensitive pest management practices that minimize risk to people, companion and wild animals, resources, and the environment. As the proposed resolution explains, anticoagulant rodenticides have devastating effects on wildlife. The City of West Hollywood has implemented an Integrated Pest Management Program that supports environmentally-sensitive pest management while protecting the health and safety of the public. This policy is in compliance with the State and Federal regulations while catering to and prioritizing the needs of the City of West Hollywood.

Sincerely

Lindsey Horvath  
Councilmember

cc: Meg Desmond, League of CA Cities  
Councilmember Laura Z. Rosenthal, City of Malibu  
Elizabeth Shavelson, Assistant to the City Manager, City of Malibu  
Mary Linden, Executive Assistant, City of Malibu

