



City Council Meeting Agenda

November 4, 2025
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

Council Members will meet in-person in the Council Chambers. The meeting will also be lived streamed on the City's website: <http://livestream.hanford.city/>

4:00 PM CALL TO ORDER STUDY SESSION AND CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

*Study Sessions are considered Special Meetings under the Brown Act. Accordingly, comments from the public are limited to items listed on the agenda (GC 54954.3a). Public Comment will be accepted during each agenda item. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STUDY SESSION:

- A. Kings County Farm Bureau presentation
- B. Carnegie Museum of Kings County annual report/update to the Hanford City Council
- C. Kings–Tulare HSR Station Transit-Oriented Development (TOD) and Connectivity Plan and Cross Valley Corridor (CVC) Rail Service Planning Project Presentation

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54957)

Title: City Attorney

CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

Pastor Bobby Guerra

FLAG SALUTE:

CLOSED SESSION ACTION REPORT:

RECOGNITION:

- A. Recognition of Retired Teachers Week Proclamation (November 2–8) Presented to California Retired Teachers Association, Kings County Division 30

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. State law does not allow the Council to discuss or take action on issues not on the agenda, except that members of the Council or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code sec. 54954.2). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

- A. Waive reading in full of resolutions and ordinances and approval and adoption of same by reading the title only.
- B. Administration: Approval of Amendment No. 5 of the License Agreement between the Carnegie Museum of Kings County and the City of Hanford to extend the term of the agreement until December 31, 2026.
- C. City Attorney: Approval of Settlement and Release Agreement with Guadalupe Celis
- D. Community Development: Approval of Revised Resolution No. 20-18-R Amending the Previously Approved Resolution Supporting an Application for Funding under the Permanent Local Housing Allocation (PLHA) Program.
- E. Community Development: Approval of the second reading and adoption of Ordinance 2025-10, approving Zone Text Amendment No. 2025-13, a request to amend Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones.
- F. Parks and Community Services: Approval to award the on-call Arborist services to West Coast Arborist and Arboreal at a cost not to exceed \$120,000
- G. Parks and Community Services: Approval to award the tree procurement and delivery bid to Fonseca Nursery (Hanford, CA) to provide the 600 trees to be planted in conjunction with the City's Urban and Community Forestry grant in the amount of \$76,175.95.
- H. Public Works: Approval of an appropriation of \$449,237.50 from fleet reserve fund 0448 and sole source procurement, using Sourcewell Contract #110223 for one (1) side load refuse truck from Haaker Refuse of Hayward, CA in the amount of \$449,237.50 and declare refuse truck #341 surplus and authorize the sale of truck #341.
- I. Police: Approval of the purchase of an animal control transport body from Diamond Truck Body Manufacturing Inc. (Stockton, CA) and upfitting of unit #119 in the amount of \$52,200.90, and appropriation of the total amount from the Fleet Replacement Reserve to cover the cost.

- J. Finance: Acceptance and authorization for staff to File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports as of 09/30/25.

GENERAL BUSINESS:

- A. Administration: Adoption of Limited Public Forum Social Media Policy and adoption of Resolution 25-63-R, amending the Handbook of Rules and Procedures to include the addition of personal social media usage for elected and appointed officials.
- B. Administration: Consider approval of an updated City Attorney Legal Services Contract with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a flat monthly fee of \$52,000 or consider alternatives, including issuance of a Request for Proposals.

COUNCIL REPORTS/GENERAL REPORTS:

Brief information-only reports from City Council and/or Staff, including committee reports and reports by City Council related to meetings attended at City expenses (AB1234).

ITEMS FOR FUTURE AGENDAS:

At this time, any Council Member may ask a question for clarification or may request a matter, which is not otherwise scheduled on a City Council agenda, to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council, by concurrence of a majority, may direct the City Manager to put the item on a future agenda. (GOV. CODE SEC. 54954.2)

- A. Council Future Agenda Items
- B. Upcoming Events and Important Dates:
- November 18: Regular City Council Meeting
- November 22: Winter Wonderland opens through January 11, 2025, [Tickets and Information](#)
- November 28: Hanford Christmas Parade 6:00 pm
- November 27 & 28: City Offices will be closed in observance of Thanksgiving.

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Kings County Farm Bureau presentation

RECOMMENDATION:

Recommendation: This is an informational item from the Kings County Farm Bureau.

Recommended Motion: No motion required.

BACKGROUND:

This is an informational item from the Kings County Farm Bureau.

FISCAL IMPACT:

None

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Carnegie Museum of Kings County annual report/update to the Hanford City Council

RECOMMENDATION:

Recommendation: Receive an annual update from the Carnegie Museum of Kings County.

Recommended Motion: Informational item — No motion is required.

BACKGROUND:

This is an annual update from the Carnegie Museum of Kings County to the Hanford City Council.

FISCAL IMPACT:

None

ATTACHMENTS:

None



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: STUDY SESSION

SUBJECT:

Kings–Tulare HSR Station Transit-Oriented Development (TOD) and Connectivity Plan and Cross Valley Corridor (CVC) Rail Service Planning Project Presentation

RECOMMENDATION:

Recommendation: Provide input on the Kings–Tulare HSR Station Transit-Oriented Development (TOD) and Connectivity Plan and Cross Valley Corridor (CVC) Rail Service Planning Project

BACKGROUND:

At the February 7, 2023, City Council meeting, the Council authorized staff to pursue a Sustainable Communities Grant to evaluate and guide land use planning along Lacey Boulevard and within the Kings–Tulare High-Speed Rail (HSR) Station area. The City submitted an application for the Kings–Tulare HSR Station Transit-Oriented Development (TOD) and Connectivity Plan and Cross Valley Corridor (CVC) Rail Service Planning Project and was subsequently awarded \$650,000 in grant funding from Caltrans.

The project supports transit-oriented development, economic revitalization, and multi-modal connectivity. It guides land use planning along Lacey Boulevard and around the Kings–Tulare HSR Station, enhances connections between Downtown Hanford and the Kings–Tulare Station, expands mobility choices and connectivity along the Cross Valley Corridor, and promotes an efficient and integrated transportation system.

A Request for Proposals was issued for the preparation of project documents, and Perkins & Will was selected as the consulting firm.

Early in the planning process, City staff and the Perkins & Will team established a Partners Working Group to provide input on the project scope and priorities. Three meetings were held with the Partners Working Group to guide the planning process, and two public outreach events were conducted during Thursday Night Market to gather community feedback. All project planning documents have been informed by input from the Partners Working Group, the public, and City staff.

Included with this agenda item are the draft land use map, draft open space framework, draft connectivity and street hierarchy, and draft bike network developed through this process. At this stage, staff is presenting the draft documents based on all input received. The final TOD guidance documents will be brought to the City Council for formal approval at a later date, likely before the end of the year. Once adopted, these documents will guide future land use and planning decisions for the TOD area.

FISCAL IMPACT:

No impact

ATTACHMENTS:

1. TOD Exhibits

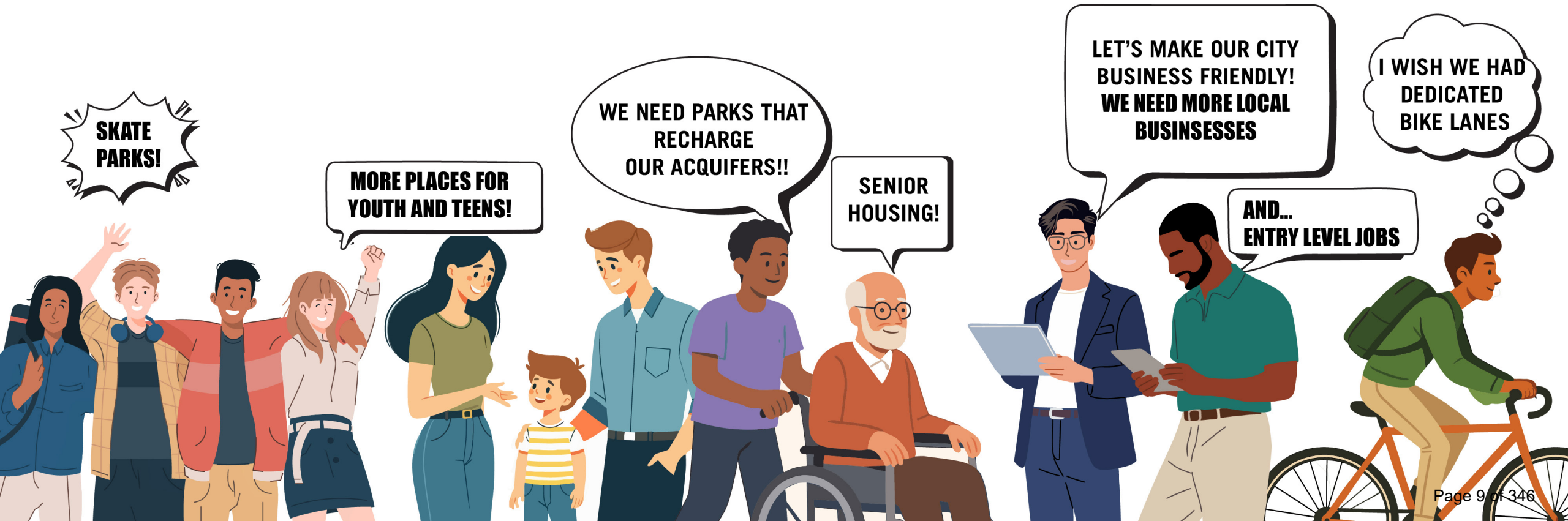


Community Workshop

Hanford Night Market May 2025

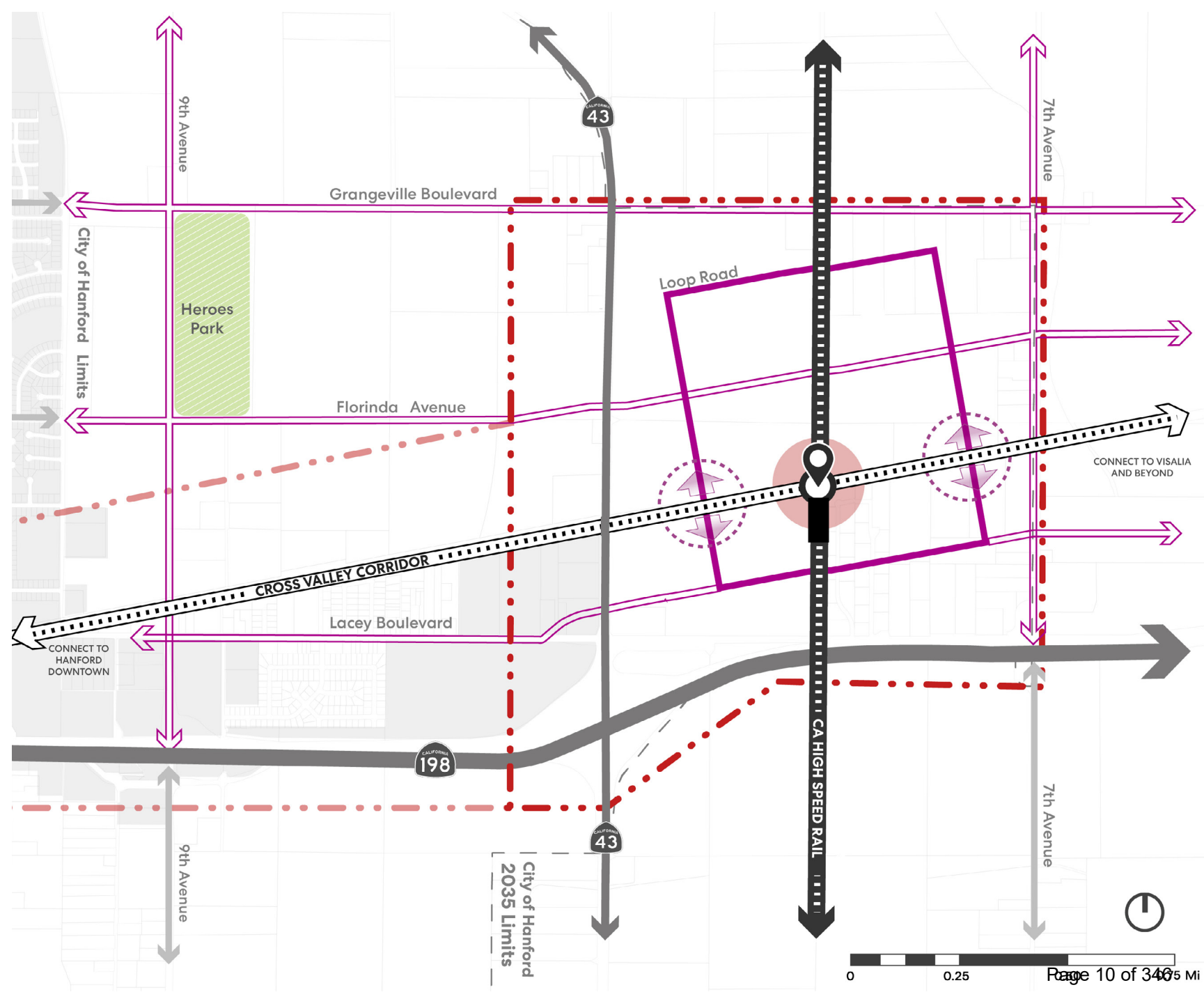


What We Heard From the Community?



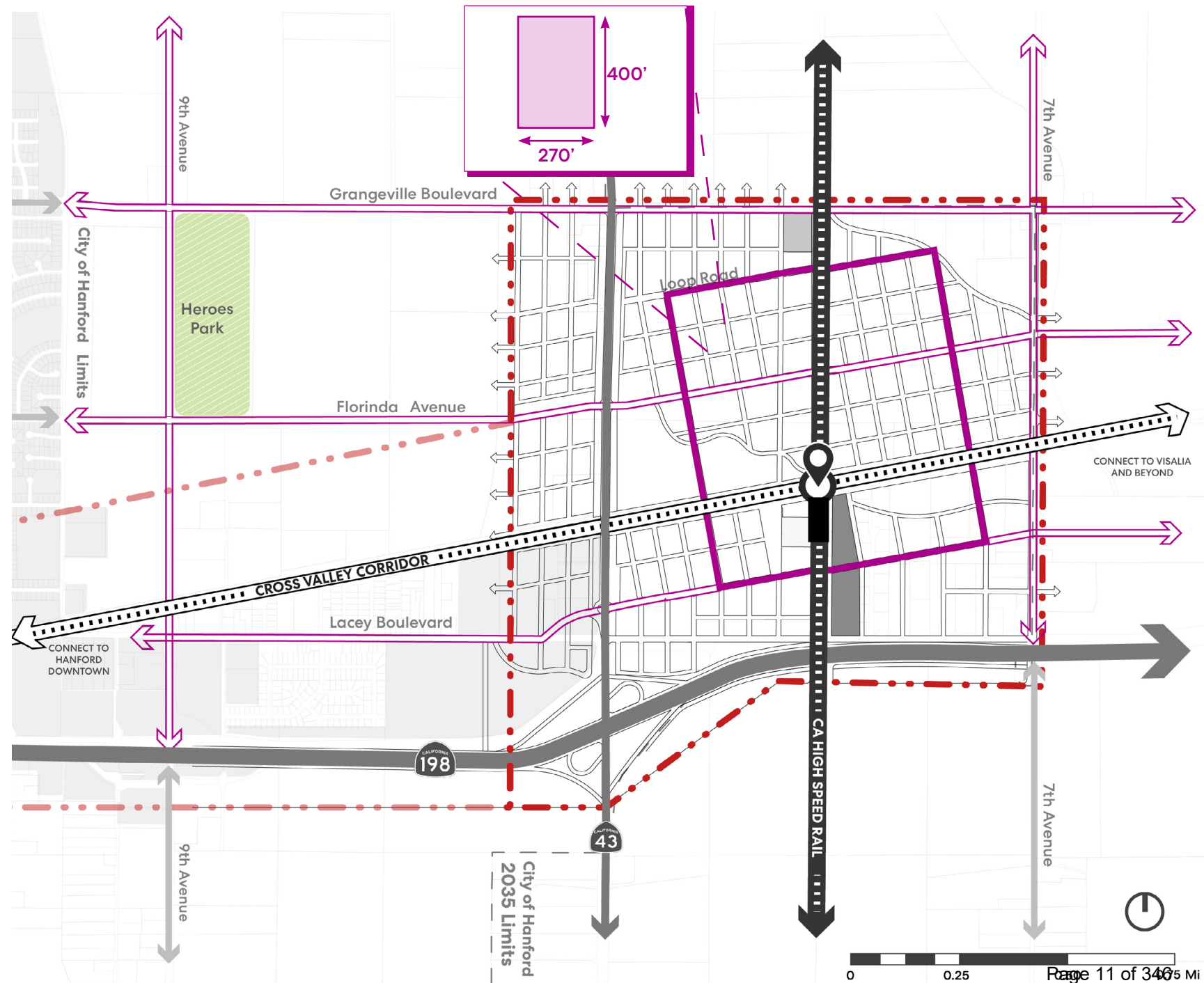
Connectivity and Street Hierarchy

- Extend the street grid from the City of Hanford limits into the HSR TOD area
- A multi-modal loop which :
 - Crosses the CVC corridor
 - Links to key arterial roads
 - Creates cohesive connectivity throughout the 1000 acre TOD site



Connectivity and Street Hierarchy

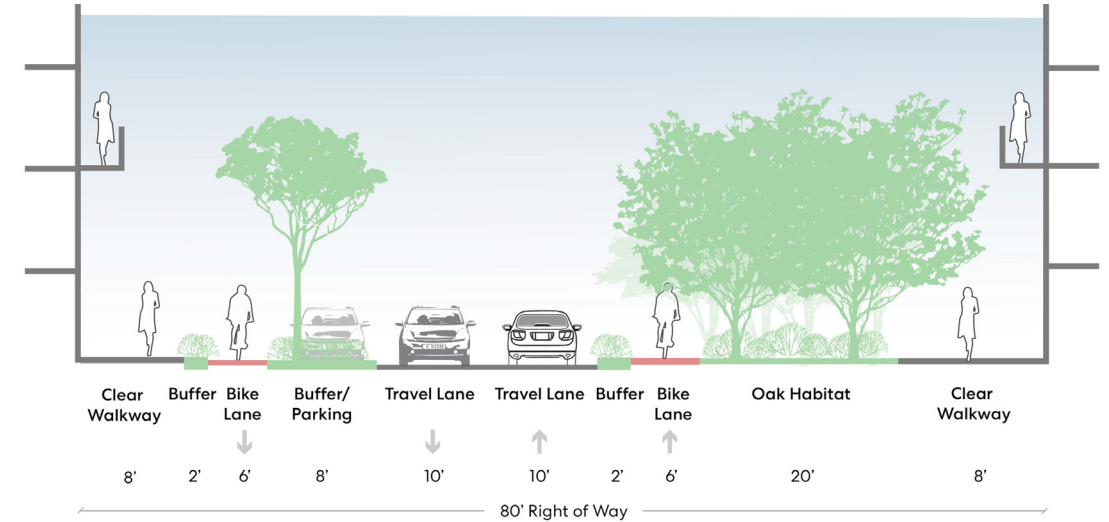
- Shaped by climate analysis
- Block size informed by historical Downtown Hanford block dimensions
- Results in a dynamic, walkable street grid



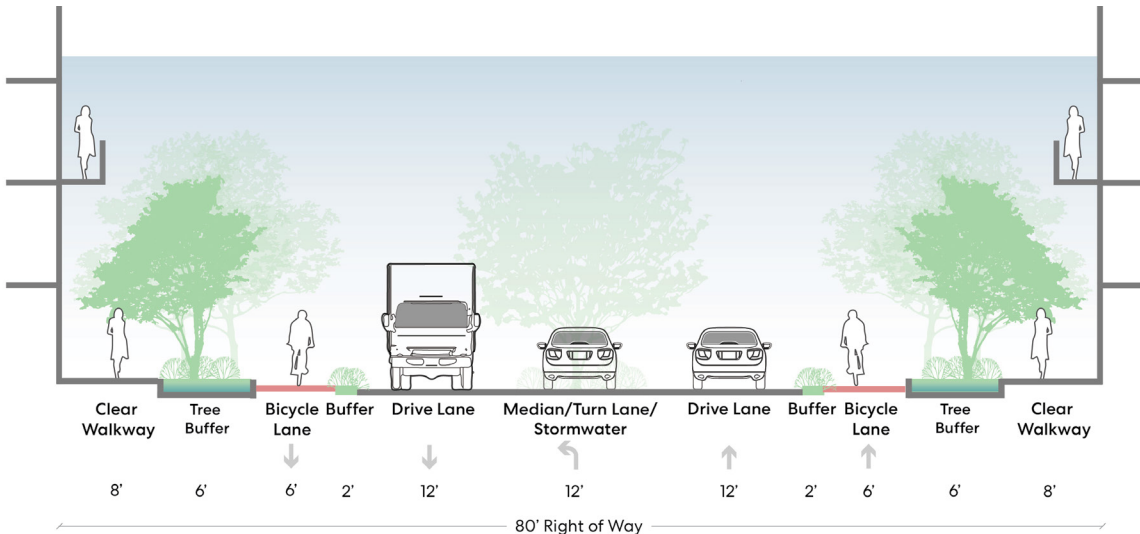
Street Sections

- All 80' bi-directional multi-modal streets that connect to the existing street grid of the city of Hanford
- Separated and protected bikepaths
- Grangeville and Lacey Boulevards act as major public transit corridors.

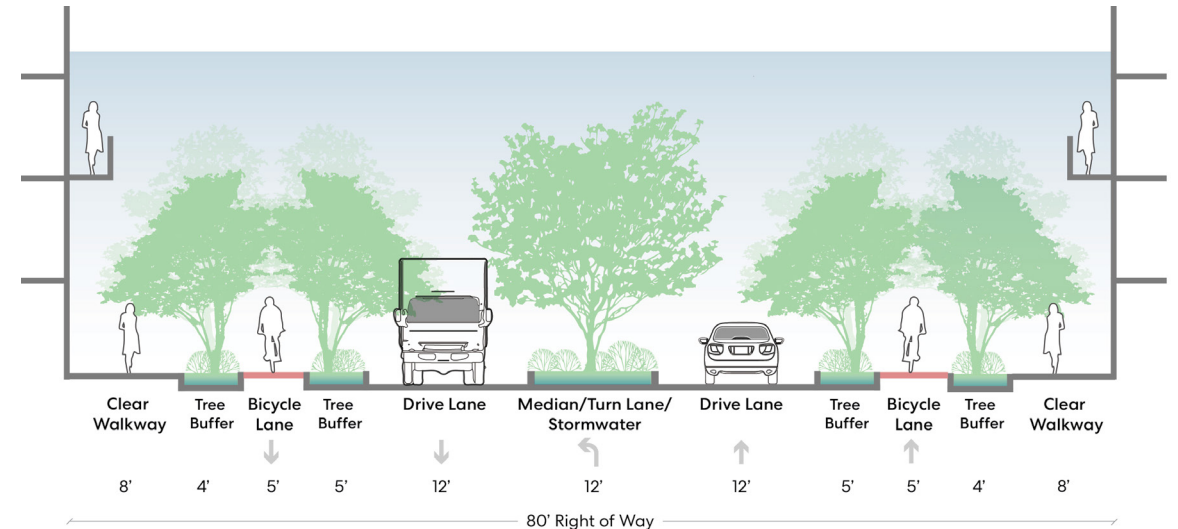
Florinda Avenue



Grangeville Boulevard



Lacey Boulevard

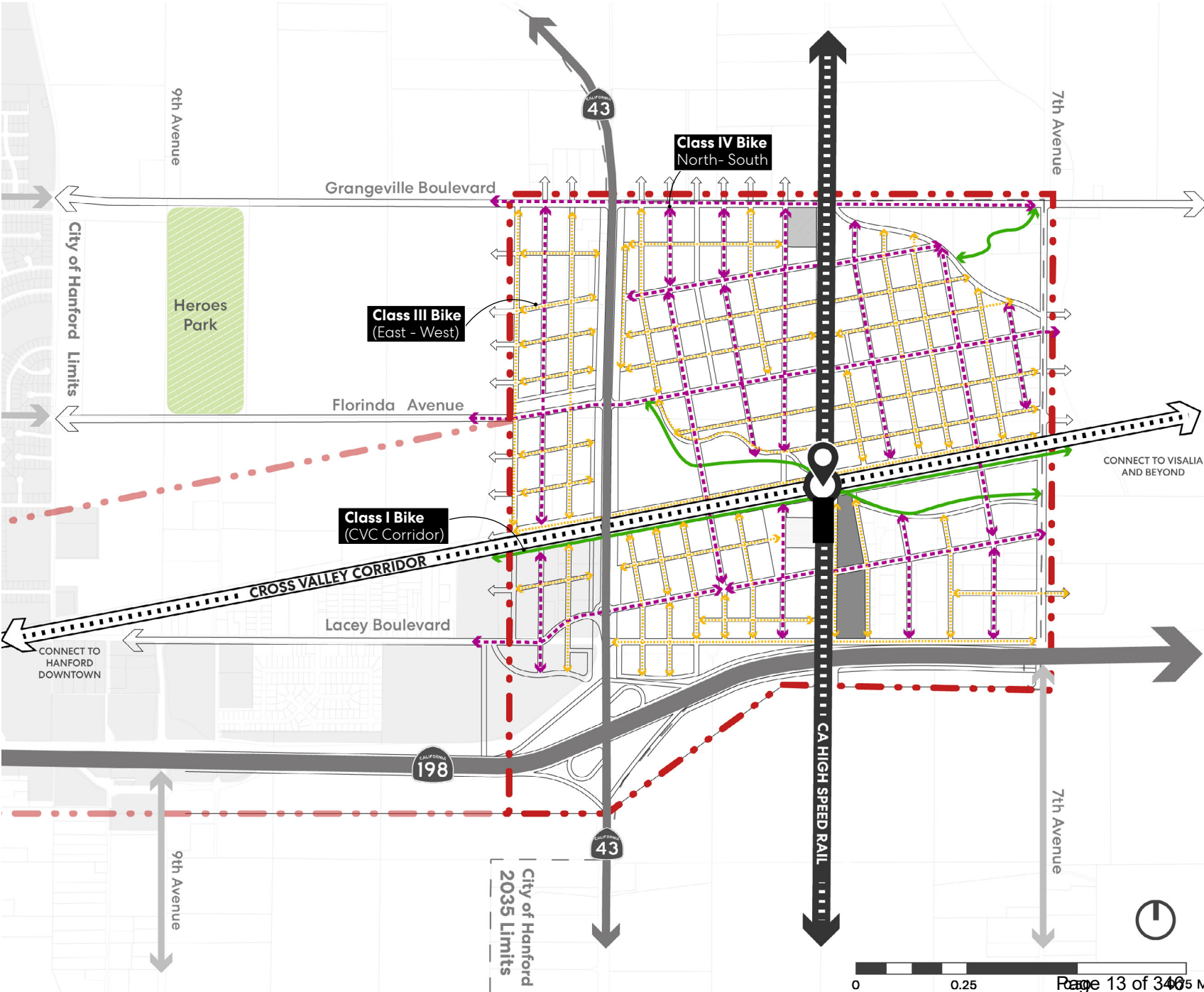


Bike Network



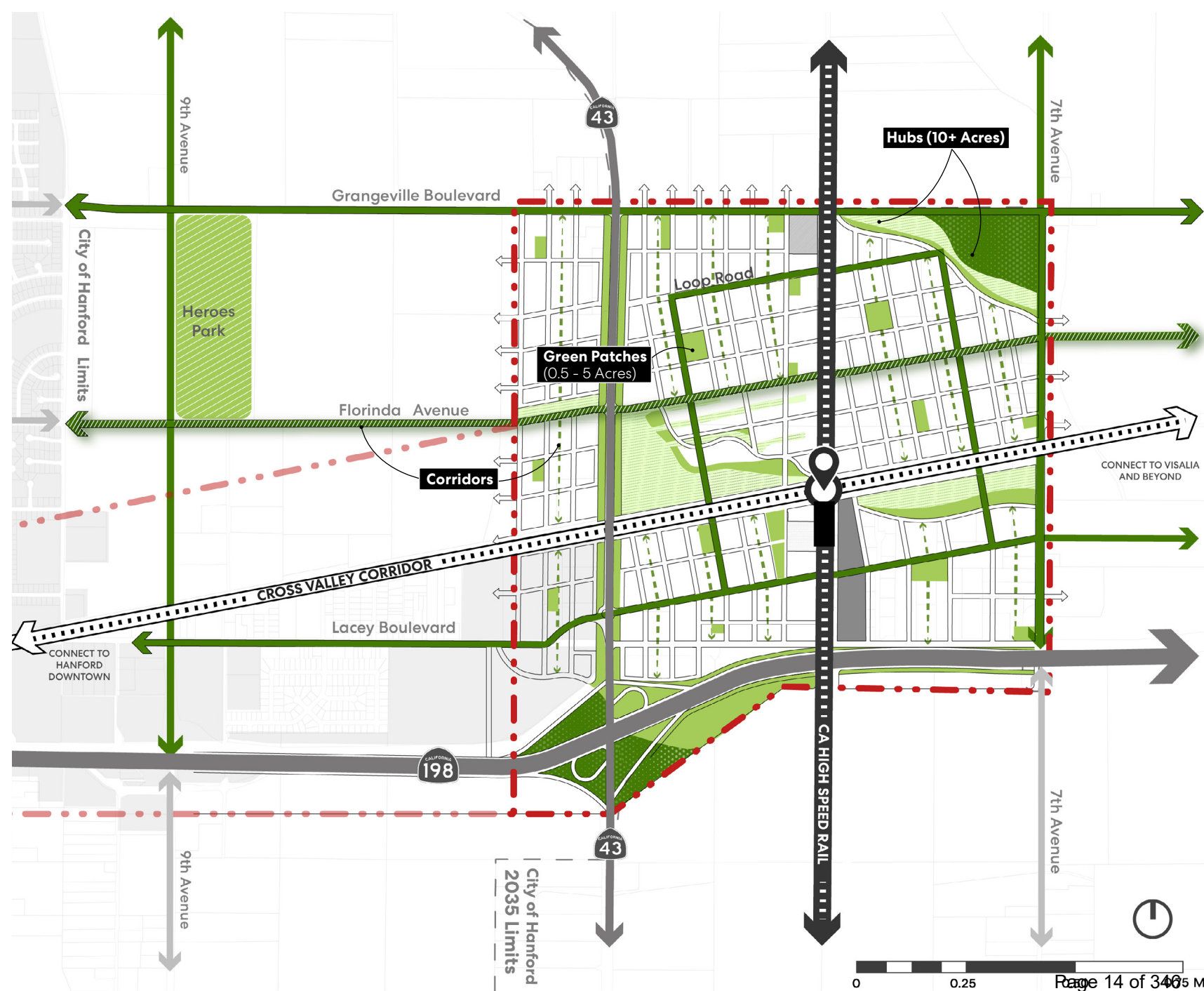
Legend

- Class I Shared Use Paths
- Class III Bike Routes
- Class IV Separated Bikeways

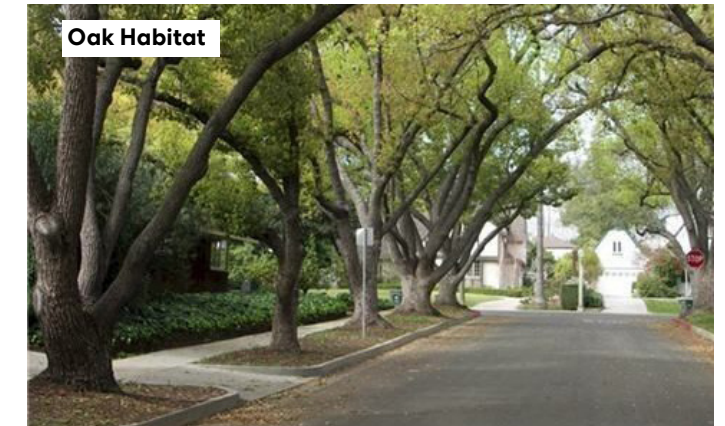
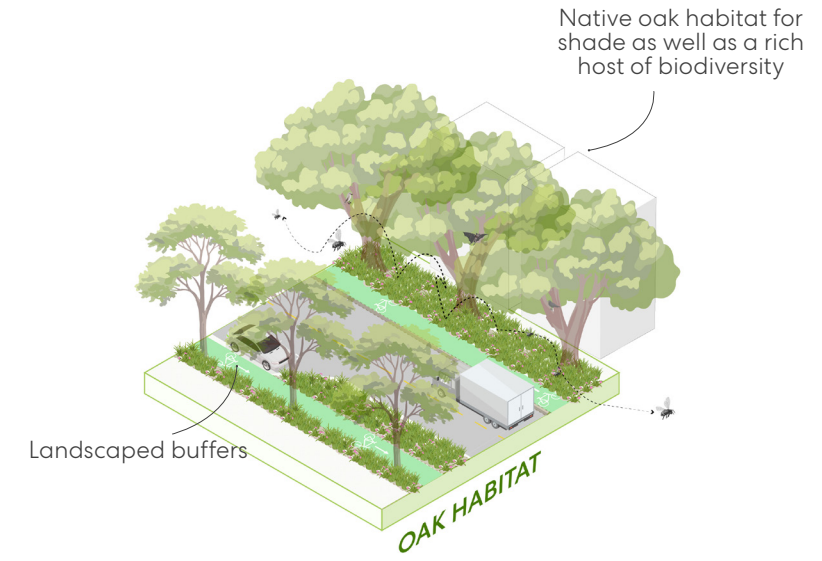
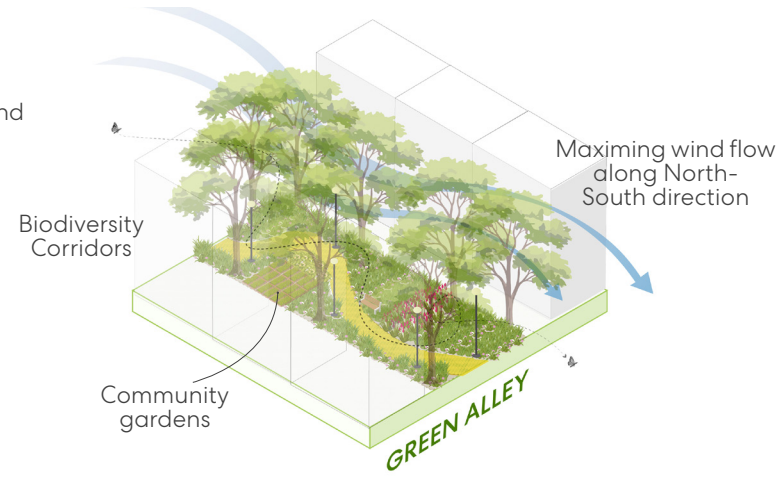
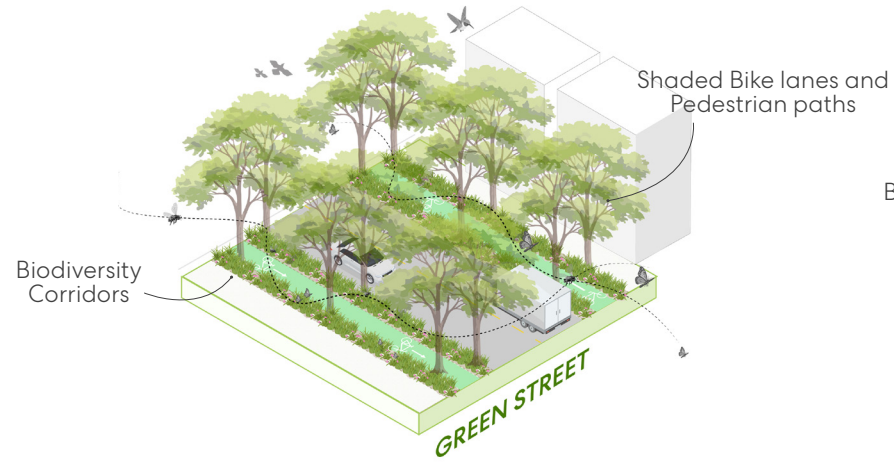


Open Space Framework

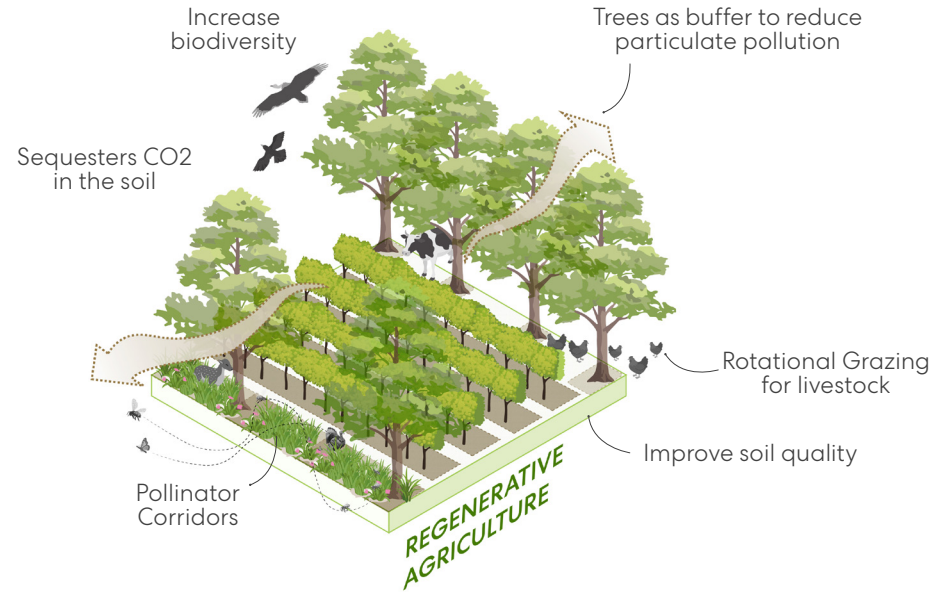
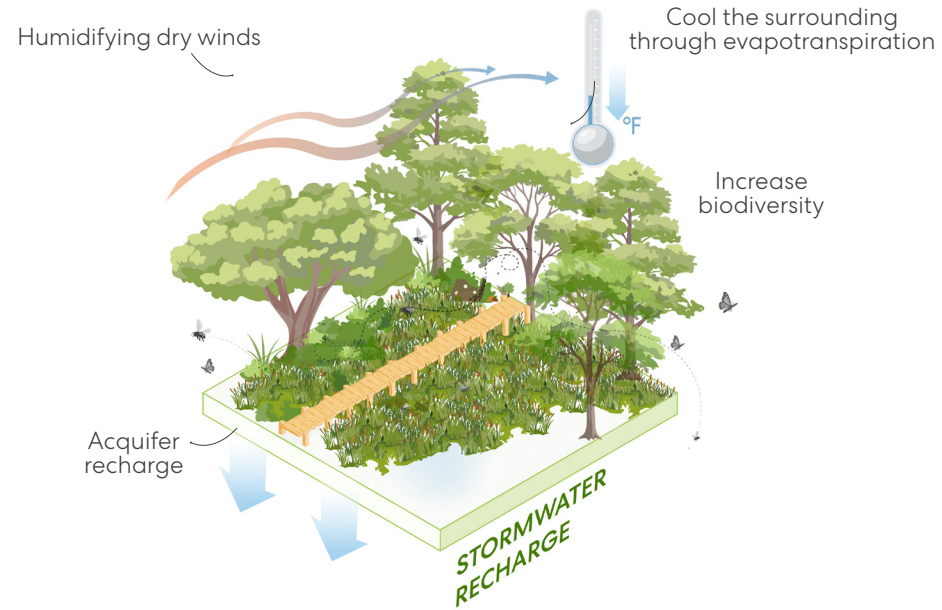
An ecological framework that supports natural processes, reduces habitat fragmentation, establishes wildlife corridors, promotes native plant communities, and provides space for showcasing sustainable farming practices.



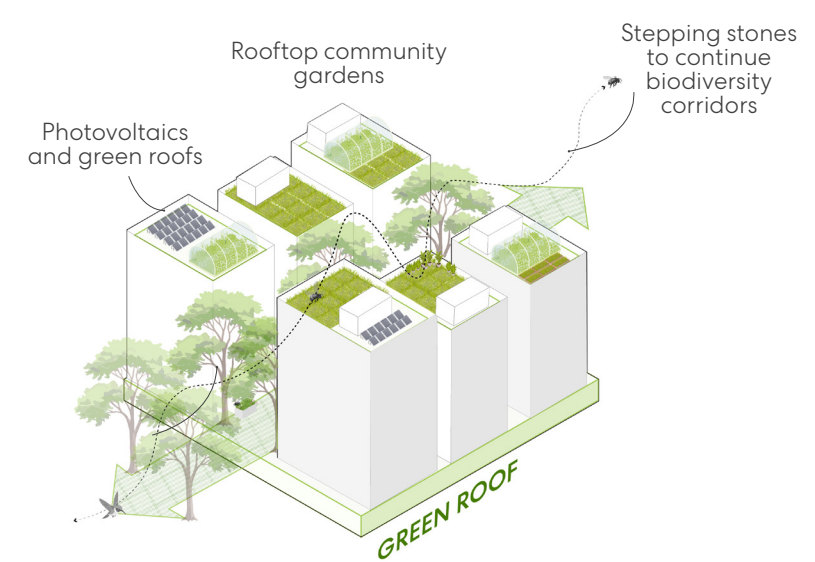
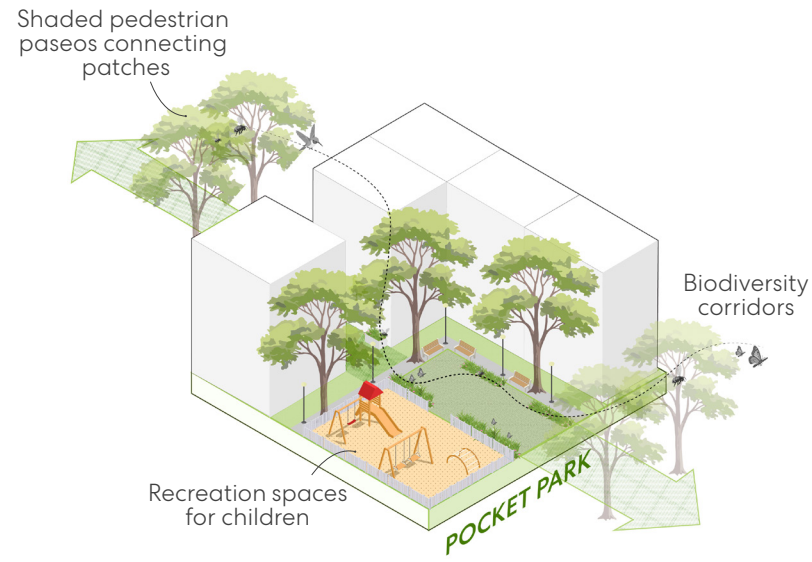
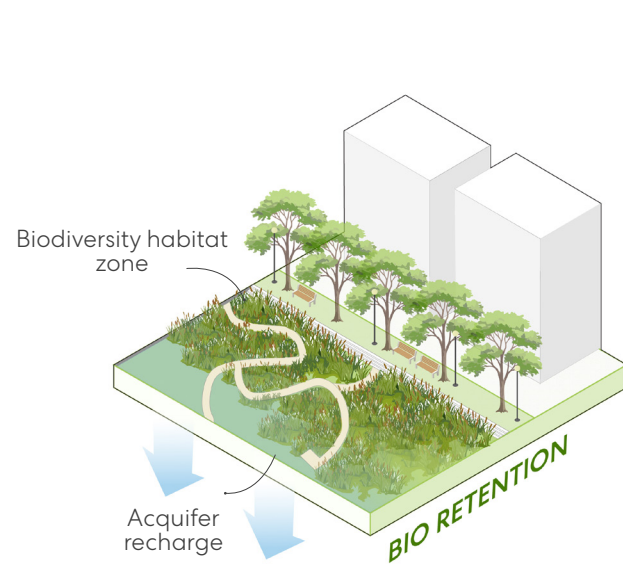
Green Corridors



Hubs



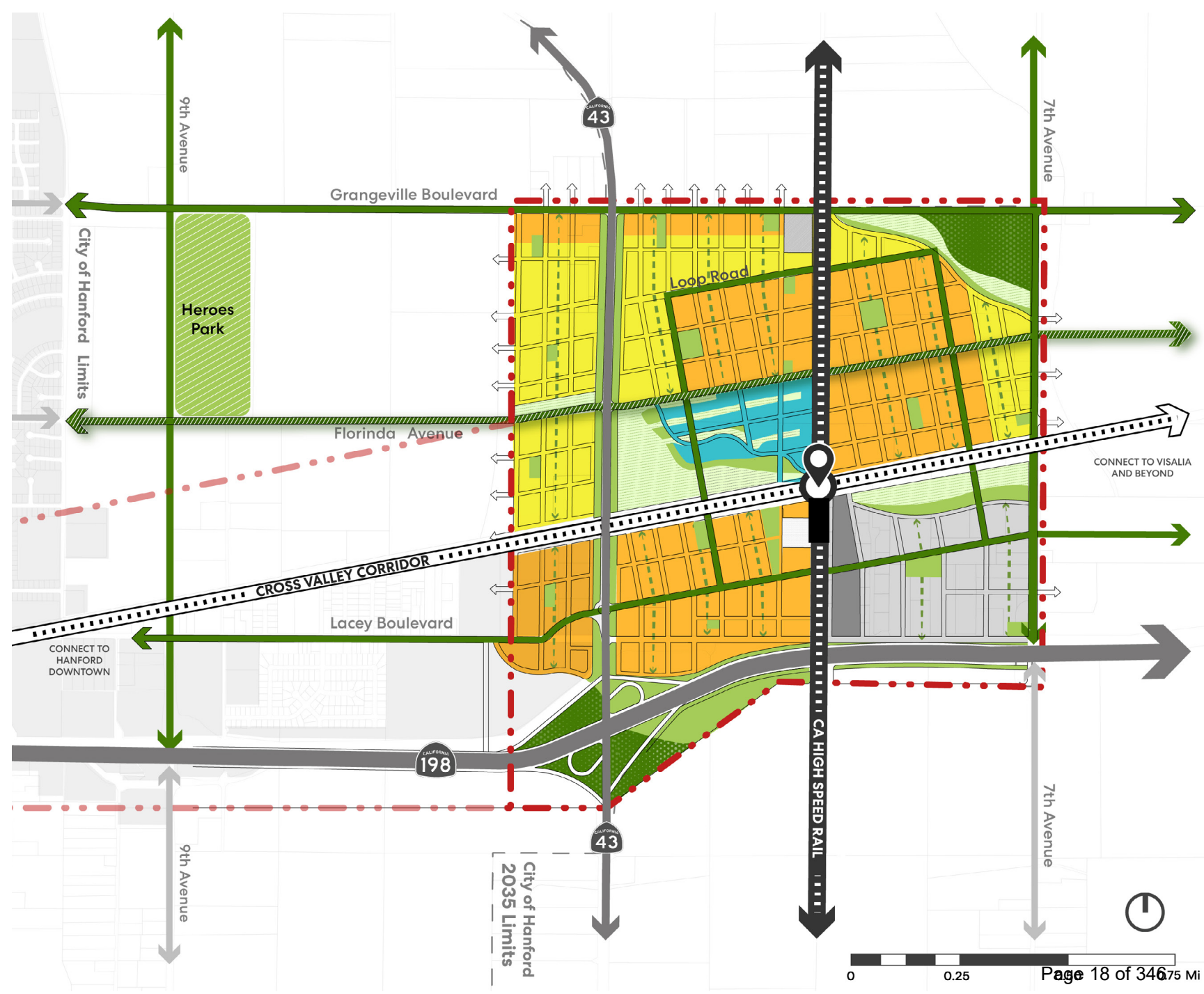
Patches



Balanced Land Use Mix

Legend

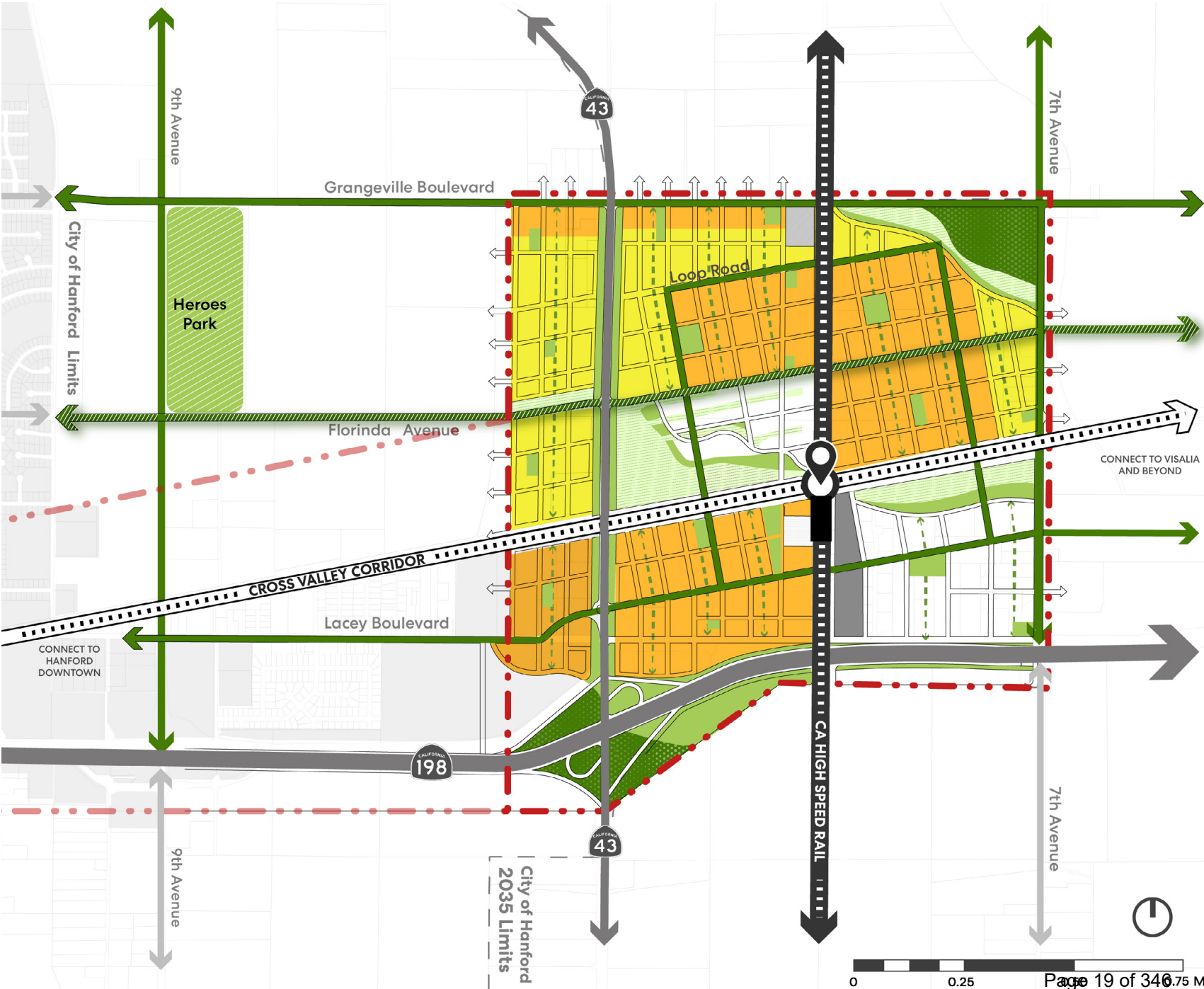
- Mixed Use
- Low Density Housing
- Production & Innovation
- Institutional
- Parking
- Hub/Open Space/Buffers
- Agriculture



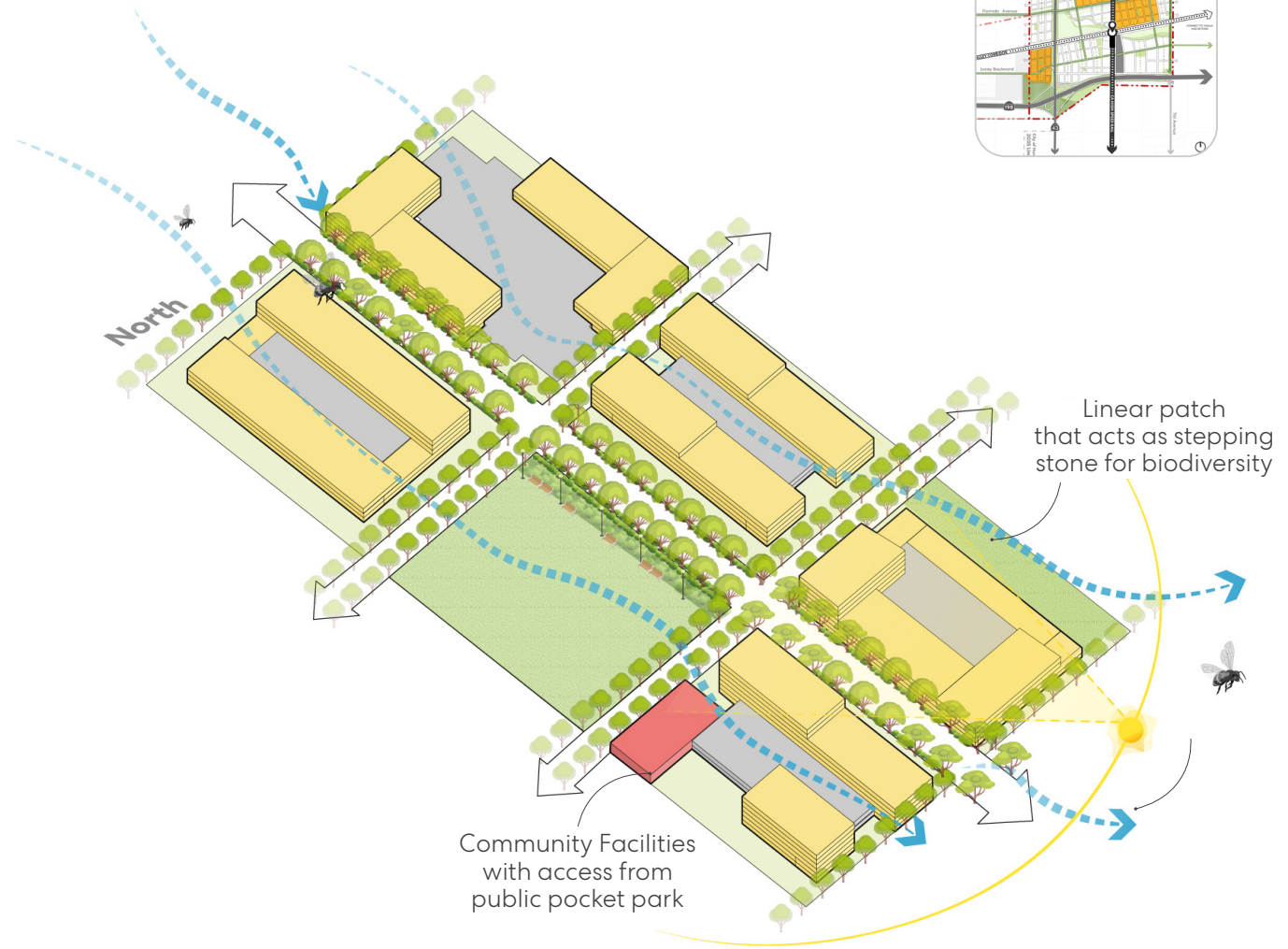
Proposed Residential Densities

Legend

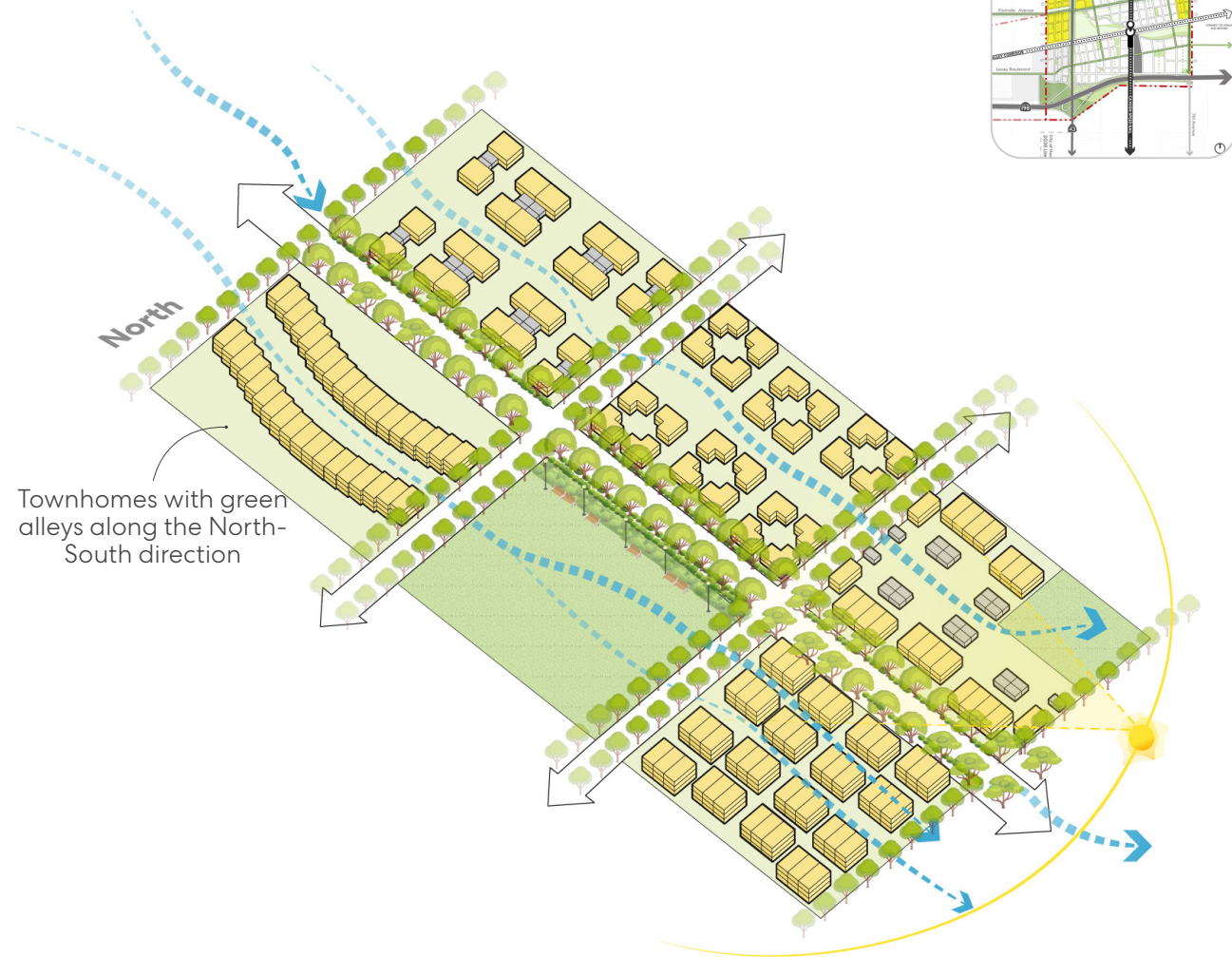
- < 40 du/acre
- 40+ du/acre



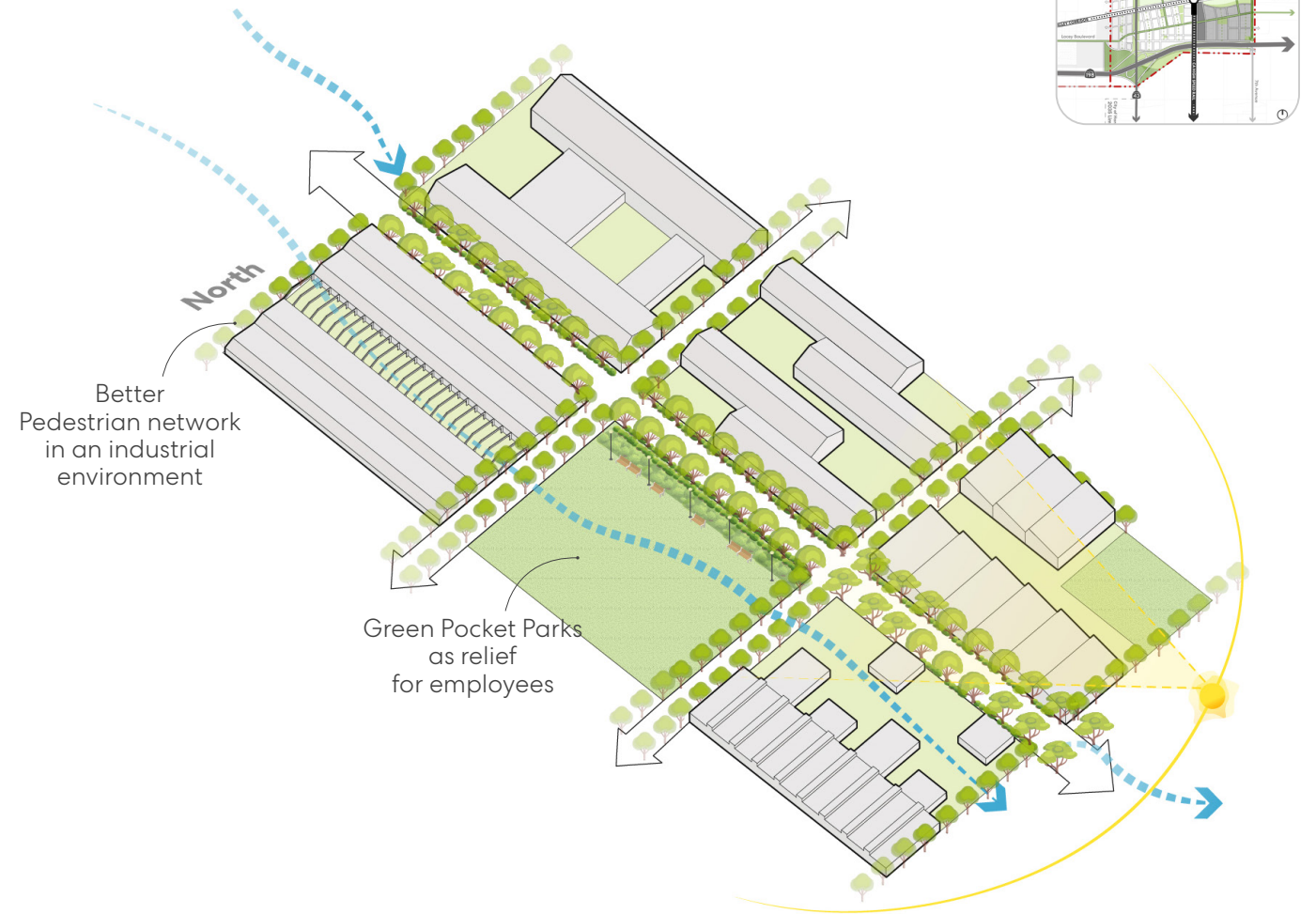
Mixed Use



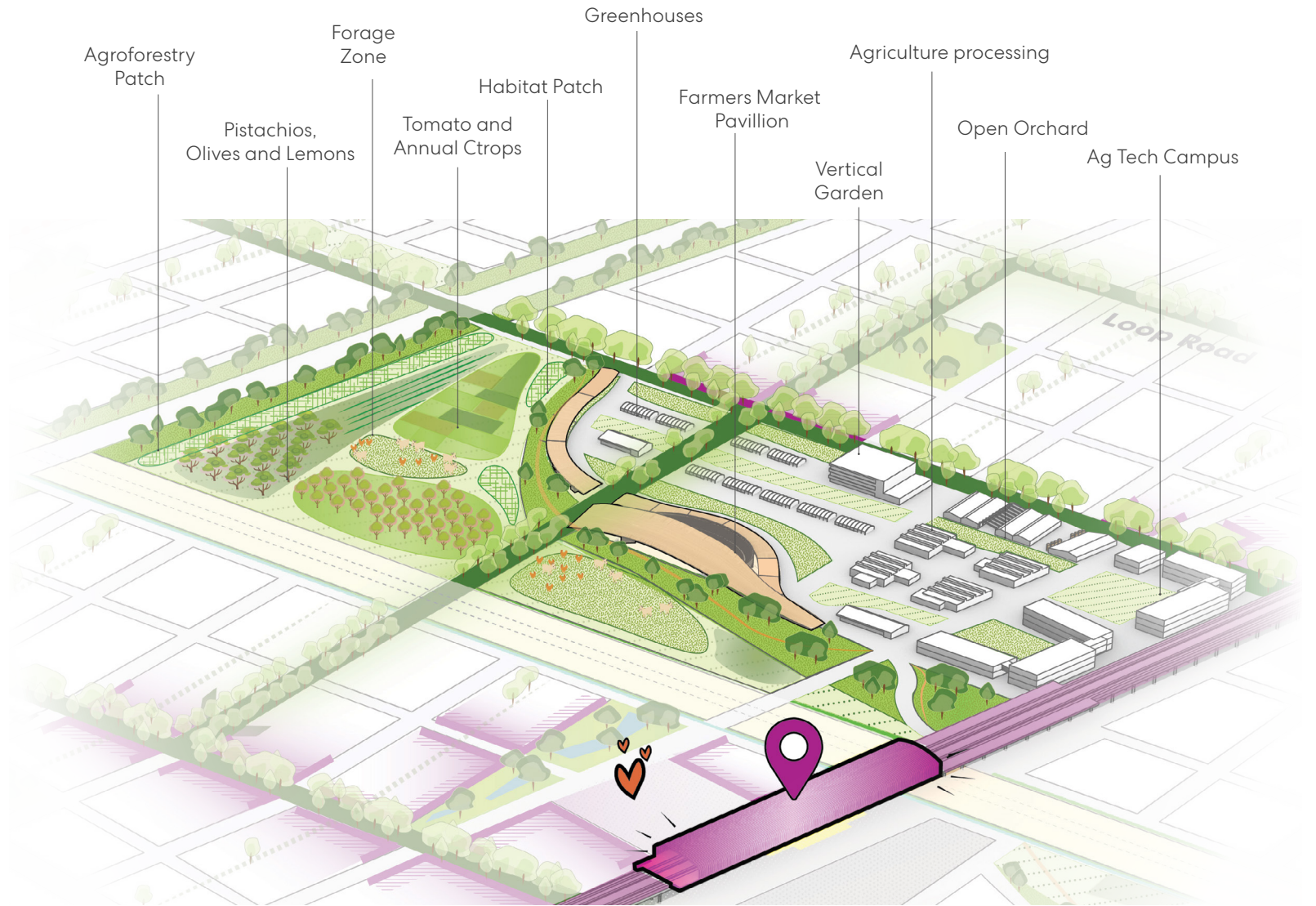
Low Density



Production & Innovation



Institutional



HSR TOD Concept





AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of Amendment No. 5 of the License Agreement between the Carnegie Museum of Kings County and the City of Hanford to extend the term of the agreement until December 31, 2026.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve Amendment No. 5 of the License Agreement between the Carnegie Museum of Kings County and the City of Hanford to extend the term of the agreement until December 31, 2026.

BACKGROUND:

The Carnegie Museum of Kings County (CMKC) has occupied the City's Carnegie building since June 2021 and has made significant improvements to the property and hosted several different exhibits. By all measures of success, CMKC has done a great job of developing their museum and building a reputation for offering items and exhibits that are of value to the citizens of Hanford. As the City and CMKC continue to work towards a long-term lease or the possible sale of the property located at 109 E. Eighth Street, both parties agree that it is of mutual interest to extend the term of the current Agreement.

The major points of the Agreement are as follows:

- Term: CMKC may occupy the property during the period January 1, 2026 through December 31, 2026.
- License Fee: CMKC will pay ten dollars (\$10.00) to the City for the right to occupy the property.
- Day-To-Day Maintenance: CMKC will be responsible for the day-to-day maintenance of the property, and CMKC will be allowed to paint the interior walls and ceilings of the former library building and make any other upgrades with the consent of the City Manager.

FISCAL IMPACT:

The maximum financial responsibility to the City, under the current agreement, was capped at \$10,000 and has already been met, leaving no further obligation to the City.

ATTACHMENTS:

1. CMKC Letter of Intent 2026
2. CMKC Amendment No. 5 to License Agreement



The Carnegie Museum of Kings County

Working together to bring Kings County history
to life through preservation and education.

October 29, 2025

Honorable Mayor and Members of the Hanford City Council
Chris Tavarez, Interim City Manager
319 N. Douty St.
Hanford, CA 93230

Re: Extension of the Carnegie Museum of Kings County License Agreement
Through December 31, 2026

Dear Mayor Paden and City Council Members:

The Board of Directors of the Carnegie Museum of Kings County (CMKC) thanks you for the privilege of being able to operate our community's history museum at the historic Carnegie Library building and facilities.

This past year has been filled with many activities at the museum including "A History of Kings County Agriculture" Exhibition, and the Tribute to the China Alley Moon Festival. We look forward to providing you and the community a detailed presentation of these activities and your November 4th study session.

Enclosed with this letter is a proposed amendment to our License Agreement that will extend the agreement through December 31, 2026. We are also preparing a Letter of Intent to lease the property and will be presenting it to the city next month. We believe these amendments will allow CMKC to continue to build the museum into a valued community asset.

Gratefully,

Carnegie Museum of Kings County


By: Rob Bentley, President

carnegiemuseumofkingscounty.org

559.585.7526

carnegieofhanford@gmail.com

Museum Address:
109 E Eighth St.
Hanford, CA 93230

Mailing Address:
522 N. Redington Street
Hanford, CA 93230

Amendment No. 5 to License Agreement

Licensor: City of Hanford, a municipal corporation
Licensee: Carnegie Museum of Kings County, a California nonprofit corporation

Property: 109 E. 8th Street, Hanford, CA 93230 [APN 012-041-017-000]
Date of License: June 1, 2021

Licensor and Licensee agree to, and hereby do, amend the License Agreement as follows:

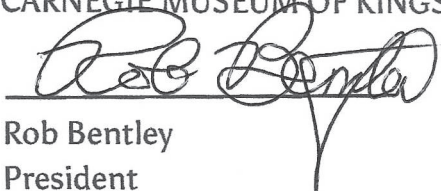
1. Paragraph 4 (Term): Is amended as follows: The Term is extended through December 31, 2026;
2. All other terms and conditions remain unchanged and in full force and effect.

LICENSOR:

CITY OF HANFORD, a municipal corporation

By: _____
Print name: Travis Paden
Its: Mayor

LICENSEE: CARNEGIE MUSEUM OF KINGS COUNTY, a California nonprofit corporation

By: 
Print name: Rob Bentley
Its: President



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Approval of Settlement and Release Agreement with Guadalupe Celis

RECOMMENDATION:

Recommendation: It is recommended that the City Council approve the Settlement and Release Agreement with Guadalupe Celis and direct staff to take all necessary action to carry out the terms of the settlement for \$100,000.

Recommended Motion: I move to approve the Settlement and Release Agreement with Guadalupe Celis and direct staff to take all necessary action to carry out the terms of the settlement for \$100,000.

BACKGROUND:

Guadalupe Celis filed a complaint against the City of Hanford on October 9, 2024, following an incident which occurred on November 25, 2022, in which Ms. Celis fell into an underground duct located at the intersection of Brown and 7th while attending the City of Hanford Christmas Parade.

Ms. Celis was attending the City of Hanford's Christmas Parade on November 25, 2022, when she fell into an underground duct located in a flowerbed on the northwest corner of the intersection of Brown and 7th Streets, which Ms. Celis alleges was approximately four feet deep. The underground duct was covered by a piece of rotted plywood, and there were no caution cones or markers prior to the incident or at the time of the incident. Ms. Celis indicated in her deposition that her right leg and foot fell into the underground duct while her left leg and foot remained outside the underground duct and were bent backwards. Ms. Celis alleges that shortly after the incident occurred, she overheard a conversation between two City of Hanford employees in which one employee allegedly placed blame on the other employee for failing to inspect the underground duct. Ms. Celis was taken to Adventist Medical Health where she underwent multiple tests, including CT scans and x-rays of her lower extremities. The tests indicated no evidence of fracture, malalignment, or joint effusion, but noted soft tissue edema and osteoarthritis. Further testing after the incident revealed that Ms. Celis has a torn meniscus, but it is disputed that such injury resulted from the incident on November 25, 2022. Plaintiff has reported constant piercing neck and lower back pain, as well as numbness in her knee and foot. Plaintiff has received additional medical treatment, including physical therapy and steroid injections, to deal with the residual pain and leg, foot, and lower back injuries. If the matter went to trial, it is expected that Ms. Celis would also claim non-physical injuries, including anxiety, depression, and lost wages. Ms. Celis alleged Premises Liability (Dangerous Condition of Public Property) and alleged \$500,000.00 in damages.

Trial in this matter was set for May 18, 2026.

The parties attended mediation on October 1, 2025, with retired Judge Patrick O'Hara. This mediation was successful. The parties negotiated a settlement in the amount of \$100,000.00. The terms of the settlement are set forth in the attached Settlement and Release Agreement. The City's insurer, PRISM, was closely involved and approved the settlement amount.

Although the damages numbers presented by Ms. Celis are contested, the cost of trial, along with the possible award that a jury may be inclined to award, are potentially much higher than the settlement amount.

FISCAL IMPACT:

The City's self-insured retention amount is \$100,000, and PRISM will pay the portion of the settlement, fees, and costs in this matter that exceed \$100,000.

ATTACHMENTS:

1. Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") shall be deemed entered into and effective on the date of its full execution by the parties hereto.

PARTIES

The parties to this Agreement are Plaintiff, Guadalupe Celis ("Plaintiff") and Defendant, City of Hanford ("Defendant") (collectively, the "Parties" and each a "Party").

RECITALS

- A. Plaintiff filed a Complaint for damages entitled *Celis v. City of Hanford, et al.*, Kings County Superior Court Case No. 24CU0409 on October 9, 2024, seeking damages arising out of an incident which allegedly occurred on or around November 25, 2022 (hereinafter "Incident") as more specifically set forth in the operative Complaint, which is incorporated herein by this reference (hereinafter, "Lawsuit").
- B. The Parties wish to settle any and all claims arising out of the Complaint they may have against one another and to dismiss the Lawsuit and all causes of action with prejudice.

The parties hereto agree as follows:

1. NO ADMISSION

By entering into this Agreement, no Party is admitting the sufficiency of any claim, allegation, assertion, contention, or position of any other party or the sufficiency of any defense to any such claim, allegation, assertion, contention, or position. The Parties have entered into this Agreement in good faith and with a desire to forever settle the claims related to the Lawsuit.

2. CONSIDERATION

In consideration for execution of this Agreement, and the Parties' full and complete compliance with all covenants and promises herein, Plaintiff and Defendant agree to do the following:

- A. Plaintiff will provide a final lien letter from MediCal to Defendant once received by Plaintiff.
- B. Within thirty (30) days following receipt of a final lien letter from MediCal, Defendant will pay any outstanding MediCal lien owed by Plaintiff.
- C. Defendant shall pay to Plaintiff the settlement amount of One Hundred Thousand Dollars (\$100,000.00) ("Settlement Payment"), subtracting therefrom any amount paid by Defendant for any outstanding MediCal lien owed by Plaintiff;

- D. Plaintiff agrees that the Settlement Payment will be paid by check payable to Perez Law Firm Trust Account in full and complete settlement of all claims Plaintiff may have now or in the future in any respect to the Lawsuit and/or the Incident against Defendant;
- E. Plaintiff agrees to dismiss its respective complaint with prejudice no later than fourteen (14) days following delivery of the Settlement Payment to Defendant.

1. RELEASE AND DISCHARGE

In consideration of the terms of Section 2 herein, Plaintiff hereby completely releases and forever discharges Defendant, as well as its current and former elected and appointed officials, officers representatives, agents, directors, employees, insurers, attorneys, successors and assigns, and all persons, firms/ associations, and/or corporations, entities connected with them (collectively, "Released Parties") of and from any and all liability of any nature whatsoever for all damages, general or special, or injury to Plaintiff, specifically including, but not limited to, all expenses to which Plaintiff may have been put, any and all personal injuries, financial injuries, emotional distress, and attorneys' fees and costs, and all consequential damages to Plaintiff, on account of the Incident, as well as for all consequences, effects and results of the Incident and resulting damages, general or special, for injury to Plaintiff, whether the same or any circumstances thereto are now known or unknown to the Parties, or any of them, or anyone else, expected or unexpected by the Parties, or any of them, or anyone else, have already appeared or developed, or may now be latent or in the future appear or develop or become known to the Parties, or any of them, or anyone else.

2. UNKNOWN CLAIMS AND DAMAGES

Plaintiff waives and relinquishes, to the fullest extent permitted by law, the benefits of California Civil Code section 1542 and all similar state or federal statutes or rules of law. California Civil Code section 1542 provides: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

3. DISPUTED CLAIMS

Plaintiff acknowledges full satisfaction of all settled claims, and generally releases, settles and discharges Defendant from all Settled Claims in the Action. For purposes of this paragraph, "Settled Claims" means and includes any and all claims, actions, causes of action, offsets or liabilities running between Plaintiff and Defendant, whether known or unknown, suspected or unsuspected, contingent or matured, which the parties have had, now have, or may in the future have, arising out of any act, omission, transaction or event which occurred, in whole or in part, before the date this Agreement was executed, and (i) which is alleged in the Action or (ii) which arises from or in connection with the causes of action in the Action.

4. ATTORNEYS' FEES AND COSTS

Each party hereto shall bear any and all attorneys' fees and costs arising from the actions of their own counsel in connection with the Action, this Agreement, and any matter or document referred to herein and all related matters.

5. TAX CONSEQUENCES

Plaintiff acknowledges and agrees that Defendant and/or its current and former elected and appointed officials, officers, representatives, agents, directors, employees, insurers, attorneys, successors and assigns, and all persons, firms/ associations, and/or corporations, entities connected with it are not responsible for the tax consequences to Plaintiff, if any, related to the consideration provided in Section 2 of this Agreement.

6. LACK OF LIEN; AUTHORITY FOR RELEASE; INDEMNITY

Plaintiff represents and warrant that she is the owner of the claims herein released and that such claims have not been assigned, transferred, or hypothecated, whether voluntarily or involuntarily, by subrogation, operation of law, by sale or otherwise, to any person or entity, other than as set forth herein. Consistent with the consideration in Section 2 and releases in Section 3 of this Agreement, Plaintiff agrees that Defendant is to pay any outstanding MediCal lien owed by Plaintiff, and that upon such payment, Plaintiff agrees that she is solely responsible for any and all outstanding medical bills currently (or in the future) arising out of any and all of Plaintiff's care and treatment relating to this Incident. Plaintiff agrees to hereby forever release, acquit, discharge, defend, hold harmless and indemnify Defendant, and/or its current and former elected and appointed officials, officers, representatives, agents, directors, employees, insurers, attorneys, successors and assigns, and all persons, firms/ associations, and/or corporations, entities connected with it from any and all demands, claims, liabilities, obligations, legal actions and liens (including, but not limited to, any and all medical liens from MediCare and/or MediCal or other medical facilities, wage loss or workers' compensation liens, and any liens from previous legal representation), including from all liens presently in existence and from all liens which may hereafter accrue after Defendant's payment of Plaintiff's outstanding MediCal lien owed by Plaintiff as outlined in Plaintiff's final lien letter from MediCal.

7. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement between Plaintiff, Defendant, and the Released Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of each.

11. REPRESENTATION OF COMPREHENSION OF AGREEMENT

Plaintiff and Defendant represent that they have relied upon the legal advice of their attorneys, if any, who are the attorneys of their choice, and that the terms of this Agreement have

been completely read and explained to them by their attorneys and that these terms are fully understood and voluntarily accepted by Plaintiff and Defendant.

Plaintiff and Defendant also expressly warrant, represent, and agree that in executing this Agreement, Plaintiff and Defendant are not relying upon any representation or statements made by or on behalf of any other party or entity with respect to any aspect of this Agreement, except representations and statements as set forth herein. No promise or inducement has been made other than those set forth in this Agreement.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective past and present heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, current and former elected and appointed officials, officers, representatives, agents, directors, employees, insurers, attorneys, and all persons, firms/associations, and/or corporations, entities connected with them.

13. SEVERABILITY

If any term, right, provision, or duty of this Agreement is deemed void or unenforceable, the remaining terms, rights, provisions and duties shall be unimpaired and shall remain valid and enforceable, so long as the same is consistent with the intention of the parties entering into this Agreement.

14. MATERIALITY

The representations and warranties made in this Agreement shall be deemed material to the rights and obligations of Plaintiff, Defendant, and the Released Parties under this Agreement. Plaintiff and Defendant agree and acknowledge that their respective representations and warranties contained herein are essential and material terms of this Agreement.

15. ENFORCEMENT

This Agreement is hereby stipulated to be subject to enforcement by the Kings County Superior Court pursuant to California Code of Civil Procedure section 664.6 and the Kings County Superior Court shall retain jurisdiction for such purpose.

16. RULES OF CONSTRUCTION

This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by any one party. The parties and their counsel have reviewed this Agreement and specifically agree that any rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply to the interpretation of this Agreement. The headings and numbering of the different paragraphs of this Agreement are inserted for convenient reference only and are not to be taken as part of this Agreement to control or affect the meaning, construction or effect of the same.

17. FURTHER ACTS

Plaintiff and Defendant agree to execute or delivery any instrument, furnish any information, or perform any other act necessary to carry out the provisions of this Agreement without undue delay or expense.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto related to the subject matter of this Agreement, which are not fully expressed herein.

19. VOLUNTARY AGREEMENT

Plaintiff represents and declares that she has carefully read this Agreement, or had this Agreement read to her, and knows the contents thereof, and that she signed the same freely and voluntarily.

20. COUNTERPARTS

This Agreement may be executed in counterparts which, taken together, shall constitute the entire Agreement of the parties hereto.

BY EXECUTING THIS RELEASE, THE SIGNATOR ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS AND PROVISIONS AND THAT THEY HAVE CONSULTED WITH THEIR COUNSEL.

PLAINTIFF

DEFENDANT



GUADALUPE CELIS

Date:

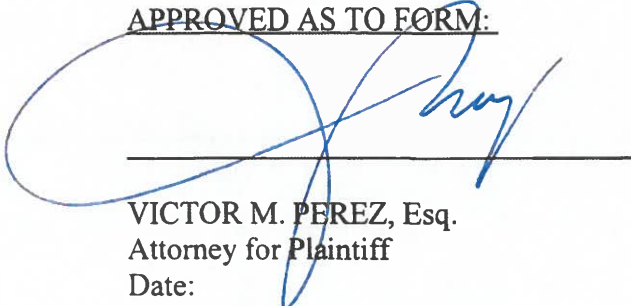


CHRISTOPHER TAVAREZ

City Manager for the City of Hanford

Date:

APPROVED AS TO FORM:



VICTOR M. PEREZ, Esq.
Attorney for Plaintiff

Date:



NICHOLAS M. MATOIAN, Esq.
Attorney for Defendant

Date:



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of Revised Resolution No. 20-18-R Amending the Previously Approved Resolution Supporting an Application for Funding under the Permanent Local Housing Allocation (PLHA) Program.

RECOMMENDATION:

Recommendation: That the City Council, by motion, adopt revised Resolution No. 20-18-R.

BACKGROUND:

In July 2020, the City applied for \$1,532,808 in funding to support local affordable housing efforts. At that time, the City Council approved a resolution authorizing the submittal of the application. The funding was made available through the State of California's Permanent Local Housing Allocation (PLHA) program, administered by the Department of Housing and Community Development (HCD). In 2021, HCD informed the City that the allocation had been increased to \$1,772,808.

The City of Hanford's proposed five-year plan activities included:

1. Providing \$240,000 in secondary financing for the Parkside single-family affordable homeownership project developed by Self-Help Enterprises.
2. Allocating the remaining funds as financing for the development of an affordable multifamily housing project by UPHoldings and Self-Help Enterprises, serving households with incomes at or below 60% of the Area Median Income (AMI). The project also included permanent supportive housing (PSH) units for families with incomes at or below 30% of AMI.
3. Allowing up to five percent of each annual allocation to be used for administrative costs associated with the management of the plan. Staffing and overhead costs directly related to carrying out eligible activities were considered "activity costs" and were not subject to the cap on administrative costs.

To date, a total of **\$1,260,106** has been provided as pass-through funding toward these activities.

In October 2020, the **State Department of Housing and Community Development (HCD)** directed the City to use an updated version of the referenced resolution. The required revisions included

adding Statement 4 and removing Statement 5, which pertained to an inapplicable delegation clause. These updates did **not** alter the City's original application, which the Council previously approved; staff brought the resolution into compliance with the State's updated requirements.

On October 15, 2025, HCD requested a further update to the resolution language. Specifically, the agency advised that the resolution reference a **position title rather than an individual's name** to align with current guidance. In response, **Item 11 of the resolution has been revised**, removing Mario Cifuentez and retaining only the **title of City Manager**. These changes do not affect the substance of the City's application but ensure compliance with HCD's current requirements.

FISCAL IMPACT:

No Impact

ATTACHMENTS:

1. 20-18-R Revised

Resolution 20-18-R (revised 9/8/2021, 10/16/2025)
CITY OF HANFORD

AUTHORIZING RESOLUTION OF CITY OF HANFORD

**AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING
ALLOCATION PROGRAM**

[All, or A necessary quorum and majority] of the **council members** of City of Hanford: a **municipality** ("Applicant") hereby consents to, adopts and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$195 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a re-opening of Notice of Funding Availability ("NOFA") dated 10/23/2020 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS *City of Hanford* is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$1,772,808 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.
5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation
6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. Such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 Guidelines published by the Department.
11. City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City of Hanford this
_____ day of _____ by the following vote:

AYES: _____

ABSTENTIONS: _____

NOES: _____

ABSENT: _____

Signature of Approving Officer
TRAVIS PADEN, MAYOR of the City of Hanford

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor.

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of NATALIE ORTEGA, CITY CLERK does hereby attest and certify that the [foregoing / attached] Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the City of Hanford which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer
NATALIE CORRAL, CITY CLERK



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the second reading and adoption of Ordinance 2025-10, approving Zone Text Amendment No. 2025-13, a request to amend Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones.

RECOMMENDATION:

Recommendation: That the City Council, by motion, waive and adopt the second reading of Ordinance 2025-10, approving Zone Text Amendment No. 2025-13, a request to amend Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones.

BACKGROUND:

City staff have evaluated the need to amend the Hanford Municipal Code to address limitations on where banks and credit unions may establish branches. Under the current regulations, the main branch of a bank or credit union must be located within the MX-D (Downtown Mixed Use) zoning district, while secondary branches are permitted within the C-N (Neighborhood Commercial), MX-D, MX-C (Corridor Mixed Use), and MX-N (Neighborhood Mixed Use) zoning districts.

This restriction has created challenges due to the limited availability of suitable sites within the MX-D zone, which has constrained the ability of banks to locate and serve the community effectively. The lack of available sites has limited opportunities to provide banking services to residents and businesses in areas outside the downtown core.

To address this issue, staff are proposing an amendment to the Municipal Code that would allow all banks and credit unions to locate in the C-N, C-R (Regional Commercial), MX-D, MX-C, and MX-N zoning districts. Expanding the list of permitted zones would significantly increase the number of viable locations for banks in the community.

This change would support economic development policies in the Hanford General Plan by encouraging investment in business growth, while still maintaining the intent of the City's zoning framework.

Applicable General Plan policies that support the change include:

Policy E5 Business Growth and Retention Program

Develop and support a business growth and retention program that promotes, encourages, and

assists existing businesses in Hanford.

Policy E11 Business-Friendly City

Strengthen the reputation of Hanford's city government as one that is service-oriented and business friendly.

The Hanford Planning Commission has recommended the approval of the zone text amendment.

In taking action on a Zone Text Amendment, the City Council must make the appropriate findings, in accordance with the Hanford Municipal Code:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That according to General Plan Policy E5 and E11, the City of Hanford shall support business growth and retention. The revision of the Hanford Municipal Code is consistent with the policies of the General Plan, as it continues support business growth.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

ANALYSIS: That the revision of the Hanford Municipal Code is not detrimental to the public health, safety, or welfare of the community.

3. The amendment would maintain the appropriate balance of land uses within the City;

ANALYSIS: That the amendment will maintain the appropriate balance of land uses within the City of Hanford. The zone text amendment would expand opportunities for banks to locate in additional commercial zones.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the zone text amendment would be compatible with existing and future surrounding uses as the proposed zones are compatible with bank uses.

FISCAL IMPACT:

No impact

ATTACHMENTS:

1. Ordinance 25-10
2. Proposed Bank Ordinance
3. Notice of Exemption

ORDINANCE NO. 25-10

AN ORDINANCE APPROVING ZONE TEXT AMENDMENT NO. 2025-13, A REQUEST BY THE CITY OF HANFORD TO APPROVE ZONE TEXT AMENDMENT NO. 2025-13 AND AMEND TABLE 17.08.030 COMMERCIAL, OFFICE, AND INDUSTRIAL USE TABLE AND 17.96.020 LAND USE DEFINITIONS IN ORDER TO ALLOW BANKS OR CREDIT UNIONS IN THE C-N, C-R, MX-D, MX-C AND MX-N ZONES

The City Council of the City of Hanford does ordain as follows:

SECTION 1: The Hanford Municipal Code Title 17, the Zoning Ordinance contains regulations to ensure the public health, safety, peace, comfort, convenience, prosperity and general welfare of the citizens of Hanford, including zoning categories, allowed uses and development standards.

SECTION 2: The City Council has held a public hearing on the amendment to Title 17, Table 17.08.030 and 17.96.020 Bank or Credit Union Definition: a request by the City of Hanford to amend Title 17, Table 17.08.030 and Section 17.96.020 updating Table 17.08.030 to allow banks and credit unions in additional zones, removing requirements for first branches of banks and credit unions to be located in the MX-D zone, and revising the definition of “Bank or credit union” to create a single category definition.

SECTION 3: The City Council finds that the adoption of this ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the following section of the CEQA Guidelines, 14 Cal. Code of Regulations, Chapter 3.

- a) The ordinance is exempt under Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 4: The proposed amendment was evaluated for consistency with the General Plan and the Zoning Ordinance in accordance with Sections 17.86.030 and based on the following findings:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title;

ANALYSIS: That according to General Plan Policy E5 and E11, the City of Hanford shall support business growth and retention. The revision of the Hanford Municipal Code is consistent with the policies of the General Plan, as it continues support for business growth.

2. The amendment would not be detrimental to the public health, safety, or welfare of the community;

ANALYSIS: That the revision of the Hanford Municipal Code is not detrimental to the public health, safety, or welfare of the community.

3. The amendment would maintain the appropriate balance of land uses within the City;

ANALYSIS: That the amendment will maintain the appropriate balance of land uses within the City of Hanford. The zone text amendment would expand opportunities for banks to locate in additional commercial zones.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses;

ANALYSIS: That the zone text amendment would be compatible with existing and future surrounding uses as the proposed zones are compatible with bank uses.

SECTION 5: The City Council of the City of Hanford does ordain that Title 17 is hereby amended, as shown in **Exhibit A**.

SECTION 6: That the ordinance shall take effect thirty (30) days after its passage, and shall be published once in the Hanford Sentinel within fifteen (15) days after its passage or a summary of this ordinance shall be published in the Hanford Sentinel in a manner consistent with the requirements of the California Government Code.

Passed and adopted at a regular meeting of the City Council of the City of Hanford duly called and held on November 4, 2025, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

APPROVED

Travis Paden
MAYOR of the City of Hanford

ATTEST:

Natalie Corral
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, NATALIE CORRAL, City Clerk of the City of Hanford, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Hanford on the 4th day of November, 2025, and it was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the ____ day of ____, 2025.

NATALIE CORRAL
CITY CLERK

Table 17.08.030

Commercial, Office, and Industrial Use Table

Land Uses	Service uses	C-N	C-R	C-S	C-H	MX-N	MX-C	MX-D	O-R	I-O	I-L	I-H	AP	PF	CO
J2	Bank or credit union, main branch	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	P							
J3	Bank or credit union, secondary branch	P				P	P	P							

17.96.020 Land use definitions.

The following land use definitions apply to this title. The item number in parenthesis at the end of the definition is not a part of the definition, but refers to the line item of that land use in Table 17.18.020 and Table 17.18.030.

"Bank or credit union, ~~main branch~~" means an institution providing retail banking services that is ~~the main branch~~ in the City. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding a payday lender or check-cashing establishment. For administration, headquarters, or other offices of banks and credit unions without retail banking services with on-site circulation of money see Office, professional or commercial. (J2)

~~"Bank or credit union, secondary branch" means an institution providing retail banking services that is a secondary or satellite branch in the City and either does not provide loan officers on site or only provides merchant bank services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding a payday lender or check-cashing establishment. For administration, headquarters, or other offices of banks and credit unions without retail banking services with on-site circulation of money see Office, professional or commercial. (J3)~~

Notice of Exemption 2025-XX

To: ☐ Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

☒ County Clerk
County of Kings
Kings County Government Center
Hanford, CA 93230

From: City of Hanford
317 North Douty Street
Hanford, CA 93230

Project Title: Zone Text Amendment No. 2024-01

Project Location – City of Hanford

Project Location – City: Hanford

Project Location – County: Kings County

Description of Nature, Purpose and Beneficiaries of Project: Zone Text Amendment No. 2025-13, a request to amend: Table 17.08.030 Commercial, Office, and Industrial Use Table and 17.96.020 Land use definitions in order to allow Banks or Credit Unions in the C-N, C-R, MX-D, MX-C and MX-N Zones.

Name of Public Agency Approving Project: City of Hanford, Planning Division

Name of Person or Agency Carrying Out Project: City of Hanford

Exempt Status: **(check one)**

- ☐ Ministerial (Sec. 21080(b)(1); 152698);
☐ Declared Emergency (Sec. 21080(b)(3); 15269 (a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption: State type and section number:
☒ Statutory Exemption. State code number: 15061(b)(3) General Rule

Reasons why project is exempt:

The proposed ordinance is exempt under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed project is a text amendment that is not associated with a physical development; therefore, there are no physical impacts that will result from the project.

Lead Agency

Contact Person: Jason Waters Area Code/ Telephone: (559) 585-2590

Signature: _____ Date: September 23, 2025 Title: Deputy City Manager

☒ Signed by Lead Agency Date received for filing at OPR: _____
☐ Signed by Applicant



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval to award the on-call Arborist services to West Coast Arborist and Arboreal at a cost not to exceed \$120,000

RECOMMENDATION:

Recommendation: By motion, Award the on-call arborist services to West Coast Arborists and Arboreal to provide technical assistance in conjunction with the USDA Forest Service Urban and Community Forestry grant at a cost not to exceed \$120,000.

Recommended Motion: I move to award the on-call arborist services to West Coast Arborists and Arboreal to provide technical assistance in conjunction with the USDA Forest Service Urban and Community Forestry grant at a cost not to exceed \$120,000.

BACKGROUND:

In October 2025, the City was awarded \$1,000,000 through the USDA US Forest Service Urban and Community Grant. The purpose of the grant is to establish and adopt a comprehensive Urban Forest Master Plan and to plant 600 new trees within the next two years. The grant budget below provides an overview of the budget categories and allocated funding/

	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)
Category	Federal	Federal	Federal	Federal
A. Personnel	\$21,394	\$21,822	\$22,258	\$0
B. Fringe	\$8,558	\$8,729	\$8,903	\$0
C. Travel	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$44,207	\$50,491	\$0
F. Contractual	\$392,789	\$178,887	\$107,416	\$0
H. Other Direct Costs	\$9,600	\$19,200	\$19,200	\$0
Total Direct Charges	\$432,340	\$272,845	\$208,269	\$0
Total Indirect Charges	\$42,274	\$25,364	\$18,907	\$0
Total Project Costs	\$474,614	\$298,209	\$227,176	\$0

Under the grant budget, an on-call arborist is needed to:

- Advise the City on tree-related matters
- Make recommendations to the City of Hanford's Urban Forestry Master Plan
- Work with City staff to implement the best urban forest management practices

- Provide Arborist Reports, review all heritage tree permit requests, and make recommendations to the Parks and Recreation Commission
- Assess trees for risk as needed and provide recommendations for mitigation
- Provide tree pruning training to City staff
- Lead and instruct volunteers during tree planting events

On September 17, 2025, the City released the Request For Qualifications (RFQ 2026-03) for On-Call Certified Arborists through the Hanford Sentinel newspaper, BidNet, and other professional exchanges. The RFQ closed on October 19, 2025. The City received two proposals for West Coast arborists and Arboreal. The proposals were evaluated on the following criteria:

SOQs will be evaluated and scored according to each Evaluation Criteria listed below to determine a final ranking. A submittal with a high weighted total will be deemed of higher quality than a SOQ with a lesser-weighted total. The final maximum score for any project is one hundred (100) points.

EVALUATION CRITERIA	MAXIMUM POINTS AWARDED
Overall Capabilities and Experience	20
Experience with Similar Projects	20
Urban and Community Forestry Experience	20
Cost of Services/Proposed Fee Structure	15
Project Lead's Experience and Knowledge	15
Availability	10
TOTAL	100

Staff evaluated the proposals and provided the following ratings:

Rater	West Coast Arborist	Arboreal
Rater 1	93	79.5
Rater 2	92	82
Rater 3	98	98
TOTAL	283	259.5

Both West Coast Arborist and Arboreal are qualified for the scope of work. Based on the evaluation rating, the staff recommends that West Coast Arborists serve as the primary on-call arborist, with Arboreal as the secondary. Within the grant budget, \$120,000 is allocated for on-call arborist

services. Based on the hourly rate, this will provide up to 369 hours of on-call professional arborist services (as needed).

FISCAL IMPACT:

The USDA Forest Service Urban and Community Forestry grant budget provides funding for on-call arborist services, not to exceed \$120,000.

ATTACHMENTS:

1. Notice of Intent to Award
2. West Coast Arborists, Inc.
3. Arboreal Consulting



October 28, 2025

RE: Notice of Intent to Award RFQ 2026-03
On-Call Certified Arborist Services

NOTICE OF INTENT TO AWARD PROJECT-REVISED

The City of Hanford has completed the review process for RFQ 2026-03, On-Call Certified Arborist Services. As a result of the solicitation process, the City received two (2) proposals and intends to award contracts to both consultants for the on-call services. Consultants awarded are as follows:

- West Coast Arborists, Inc.
- Arboreal Consulting

Please note that services cannot commence until approval from City Council has been obtained and a final contract has been signed. The tentative City Council meeting is Tuesday, November 4, 2025. This letter serves as Notice of Intent to Award this project.

The City of Hanford wishes to express its appreciation for your time, effort, and interest in this solicitation. If you have any questions, please contact the Purchasing Division at purchasing@hanfordca.gov.

Sincerely,

Purchasing Division

SAMPLE AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made and entered into this 4th day of November, 2025, by and between the City of Hanford, a municipal corporation (“City”), and West Coast Arborists, Inc. (“Consultant”).

RECITALS

- A. Consultant represents to City that they are specially trained, experienced, licensed, and competent to perform the services which will be required by this Agreement; and
- B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render Certified Arborist services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1) **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.
- 2) **Scope of Services and City Responsibilities.**
 - a) Consultant shall perform the services (“Services”) and City shall have the responsibilities described on the attached Exhibit “A,” which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit “A” shall be interpreted so they are consistent; however, if there is a direct and irreconcilable conflict between the text of this Agreement and Exhibit “A,” the former shall control.
 - b) Consultant shall correct any and all errors and/or omissions, which arise out of Consultant’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City’s request and at no cost or expense to City.
- 3) **Time of Performance.** The Consultant will have an initial performance period of two (2) years from the date of fully executed agreement, with the possibility of up to three one-year extensions. The contract shall not, in any case, exceed five (5) years. Services shall be completed according to the tasks identified in the attached Exhibit “A.”

- 4) **Compensation.** Compensation to be paid to Consultant shall be in accordance with the attached Exhibit "A." Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to City at the time of payment.
- 5) **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultants' bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.
- 6) **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which is not included in Exhibit "A." Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from the City.
- 7) **Termination.** This Agreement may be terminated by City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.
- 8) **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

- 9) **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data, electronic or otherwise, recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this

Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. The City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at the City’s sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

- 10) **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name, insignia, photographs, or the project for which Consultant’s Services are rendered, or any publicity pertaining to the Consultant’s Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City’s satisfaction with Consultant’s work product unless Consultant receives a written statement or evaluation from City.
- 11) **Equal Opportunity Employment**. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City’s programs or guidelines currently in effect as identified and provided to Consultant by City.
- 12) **Insurance Requirements**.
 - a) Consultant, at Consultant’s own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

- i) Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- ii) Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).
- iii) Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- iv) Professional Liability Coverage. Consultant will maintain Professional Liability Insurance coverage in an amount not less than TWO Million Dollars (\$2,000,000) per occurrence or claim and a general aggregate limit of no less than Two Million (\$2,000,000).

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Consultant's insurance policies shall be "occurrence" policies and not "claims made."

Consultant may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Consultant shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

- b) Any deductibles or self-insured retentions must be declared to and approved by City. The city may require Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require Consultant to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c) The policies are to contain, or be endorsed to contain, the following provisions:
 - i) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or

borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

- ii) For any claims related to this contract, Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.
- iii) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

Consultant shall furnish City 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The city reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- d) Consultant hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Consultant may acquire against City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

- 13) **Indemnification.** To the fullest extent allowable by law, Consultant agrees to indemnify, defend and hold harmless City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Consultant's or its owners, directors, officers, managers, employees, agents and subcontractor's willful misconduct or negligent acts or omissions in the performance of the services and Consultants responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful misconduct. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

- 14) **Independent Contractor Status.** It is understood and agreed that the Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be

an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15) **Consultant's Books and Records.**

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- b) The consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents should be provided to the City for inspection at City offices.
- d) Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to City and that the records and documents be maintained in City offices. Access to such records and documents shall be granted to any party authorized by the Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16) **Interest of Consultant.** Consultant and its owners, members, or shareholders, as applicable, covenant and represent that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a) will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and

- b) possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. FPPC Reg. Sec. 18700, et seq.
- 17) **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be **Victor Gonzalez** who shall not be replaced without the written consent of City. All work performed by Consultant under this Agreement shall be in accordance with the applicable professional standard care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise working in Kings County.
- 18) **Compliance with Laws.** The consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.
- 19) **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.
- 20) **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of City, which will not be unreasonably withheld. If the City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.
- 21) **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction

and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

- 22) **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
- 23) **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 24) **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- 25) **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.
- 26) **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 27) **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 28) **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 29) **Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding economic sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. Government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from, entering any new contracts with individuals or entities that are determined to be a target of economic sanctions. Accordingly, should the State determine Contractor is a target of economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 30) **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 31) **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY OF HANFORD

Chris Tavaréz
City of Hanford
319 N. Douty
Hanford, CA 93230

CONSULTANT

Patrick Mahoney
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
CHRIS TAVAREZ
Interim City Manager

CONSULTANT

WEST COAST ARBORISTS, INC.

By: _____
PATRICK MAHONEY
President

EXHIBIT “A”

Scope, Timeframe, and Compensation for Services

Click or tap here to enter text.

PROPOSERS CHECKLIST

SUBMIT THIS PROPOSER'S CHECKLIST WITH YOUR PROPOSAL DOCUMENTS.

Proposers shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- ☒ Fee Schedule
- ☒ All issued Addenda
- ☒ Ownership Disclosure Form
- ☒ California Levine Act Statement
- ☒ Non-Collusion Affidavit (included in Federal/State requirements clauses)
- ☒ Workers' Compensation Insurance Certificate (included in Federal/State requirements clauses)
- ☒ Equal Employment Opportunity Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Americans with Disabilities Act Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Drug Free Workplace Certificate (included in Federal/State requirements clauses)
- ☒ Iran Contracting Act Certificate (included in Federal/State requirements clauses)
- ☒ Federal and State Requirements Acknowledgement

SUBMITTED BY:

Name of Company West Coast Arborists, Inc.
Contact Name Victor Gonzalez
Address 5424 N. Barcus Street
City Fresno State CA Zip 93722
Phone No. 714-991-1900 Fax No. 714-956-3745
Consultant's D.I.R. Number 1000000956

FEDERAL AND STATE REQUIREMENTS

This project is supported, in whole or in part, by federal funds awarded to City of Hanford by the U.S. Department of Agriculture, Forest Service Urban and Community Forestry Grant.

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Hanford.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

- (A) The Contractor agrees to provide the City of Hanford, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITIES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

By submission of a bid, the BIDDER, certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has ☒ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required

compliance reports signed by proposed sub-BIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Hanford accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A **Bid Guarantee** from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the specified time.

(B) A **Performance Bond** on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(C) A **Payment Bond** on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

- (A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities

provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- (B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.
- (C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:
- Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
 - Retain such certifications in its files; and
 - Forward this certification and the following notice to the proposed SUBCONTRACTORS:
- NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES**
- A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).
- (D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERTIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than \$150,000)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Hanford and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti-Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of \$2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor’s execution of the subject Agreement constitutes the Contractor’s acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Hanford. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counselling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
 - i. Will receive a copy of the company's drug-free workplace policy statement, and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each

contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

- (A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.
- (D) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct

as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

- (I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

- X (A) The BIDDER/CONTRACTOR is not:
- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more

to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

- ____ (B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.
- ____ (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed \$1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses.
- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER of any other BIDDER, or to fix any overhead profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, agreement, or purchase order; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly

or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham BID.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (A) Procure or obtain.
- (B) Extend or renew a contract to procure or obtain; or
- (C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. RECORDS RETENTION (2 CFR 200.334-337)

- (A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractors are encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Notice is hereby given that this is a Public Works Project and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq.*, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the Bidder/Contractor to the certifications previously listed. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under State of California and Federal laws.

West Coast Arborists, Inc.

BIDDER/CONTRACTOR FIRM NAME

BIDDER/CONTRACTOR FIRM MAILING ADDRESS:

2200 E. Via Burton, Anaheim, CA 92806 (Corporate)

5424 N. Barcus Street, Fresno, CA 93722 (Local Office)

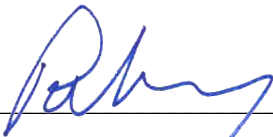
95-3250682

FEDERAL ID NUMBER:

714-991-1900 / vgonzalez@wcainc.com

TELEPHONE NUMBER & EMAIL ADDRESS

BY:



Patrick Mahoney, President

PRINTED NAME & TITLE

10/07/25

DATE EXECUTED

CITY OF HANFORD, CA
OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS
(Submit with Proposal)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: West Coast Arborists, Inc.

Firm Address: 5424 N. Barcus Street, Fresno, CA 93722

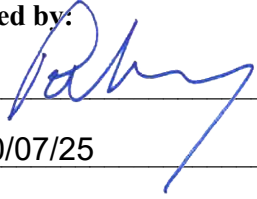
List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Patrick Mahoney, President

Richard Mahoney, Secretary

Rose Epperson, Treasurer

Submitted by:

Name  Patrick Mahoney, President

Date 10/07/25

CALIFORNIA LEVINE ACT STATEMENT

(Submit With Proposal)

California Government Code Section 84308, also known as the “Levine Act,” can prohibit members of the Hanford City Council from participating in any action related to a “license, permit, or entitlement for use” if he or she receives any political contributions, which total more than \$250 during the twelve (12) months prior to and for twelve (12) months following the date of a final decision on such “license, permit, or entitlement for use,” from the person or company submitting a proposal or application to the City or any person who is not directly a party to the proposal or application but who actively supports or opposes a particular decision involving a “license, permit, or other entitlement” and who has a financial interest in the decision (“Participant”).

Government Code Section 84308 defines “license, permit, or entitlement for use” as “all business, professional and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.”

The following website contains a list of current Hanford City Council Members, <https://cityofhanfordca.com/1269/City-Council>. You are responsible for reviewing the names of Hanford City Council Members prior to making the following disclosure:

1. Have you, your company, any agent on behalf of you or your company, or, to the best of your actual knowledge, a Participant made any political contributions of more than \$250 to a Hanford City Council Member or a candidate running for Hanford City Council during the twelve (12) months preceding the date of the submission of your proposal or application or the anticipated date of any City Council action related to this proposal or application?

YES: _____ NO: X

If YES, please identify the City Council Member(s) and/or candidates for Hanford City Council and date(s) of contribution in the space below:

Council Member(s) or Candidate(s) Name
 N/A
 N/A

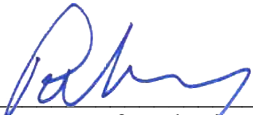
Date of Contribution(s):
 N/A
 N/A

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Answering YES to the question above does not preclude the City of Hanford from approving a “license, permit, or entitlement for use” for you or your firm or from taking any subsequent action. It does, however, preclude the identified Hanford City Council Member(s) from participating in any actions related to the approval process.

No party, or agent to a party, to a pending proceeding involving a “license, permit, or other entitlement for use” or Participant, or agent to a Participant, shall make a contribution of more than \$250 to any City Council Member(s) or City Council candidate during the proceeding and for twelve (12) months following the date of a final decision is rendered by the City in the proceeding.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the final decision on a “license, permit, or other entitlement for use.” If the above information regarding contributions changes during such twelve (12) month period, then the undersigned is required to update this disclosure form.



Signature of Authorized Individual

10/07/25

Date

Patrick Mahoney, President

Printed or Typed Name of Authorized Individual

West Coast Arborists, Inc.

Print or Type Name of Company

Questions & Answers - 1

Solicitation RFQ 2026-03 - On Call Certified Arborist Services
Buying Organization City of Hanford

No	Question/Answer	Question Date
Q1	Question: USDA Award Can you post a copy of your USDA USFS Urban Forestry Grant Award package? Answer: Clarification of the question was addressed in the Proposal Conference on 9/25/2025. Consultant asked for deliverables, which can be found in the Scope of Work starting on page 7.	09/17/2025
Q2	Question: Tree Pruning Training What extent is the "tree pruning training" expected to be? Answer: Training for Hanford City Staff in the form of supervised and guided/instructional pruning with an ISA Cert Arborist one to two times per year would be sufficient to meet the training needs. The once or twice a year training would address trees planted in previous year or two. Training for young tree structural pruning could also include acceptable/prohibited ISA pruning cuts (which apply to mature cuts as well – for example, if there's a hanging branch that needs to be addressed that can be mitigated without a tree climber or aerial lift.)	09/23/2025
Q3	Question: Bid Guarantee/Bid Bond Page 24 of the specs states 'Bid Guarantee from each bidder equivalent to 10% of the bid price.' - is there a specific bond form from the City we are required to use? Answer: No bid guarantee will be required for this solicitation. The wording is included in the standard federal requirement listing but not mandatory for this bid.	09/30/2025



Setting the Gold Standard
by partnering with over 300 communities

City of Hanford

RFQ No. 2026-03 for On-Call Certified Arborist Services



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

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TAB A

INTRODUCTORY LETTER

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment



October 8, 2025

City of Hanford
Parks and Community Services Department
Attn: Brad Albert, Director
321 N. Douty Street
Hanford, CA 93230

RE: RFQ No. 2026-03 for On-Call Certified Arborist Services
Due: Thursday, October 9, 2025 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for on-call certified arborist services for the City of Hanford. WCA is a family-owned and operated company employing over 1,300 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 90 calendar days. We hereby acknowledge receipt of Addendum No. 1.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 53-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 100 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Fresno Office located at 5424 N. Barcus Street, Fresno, CA 93722. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Tim Crothers, Plant Health Care Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-1980 or tcrothers@wcainc.com.

Sincerely,

Patrick Mahoney, President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



TAB B

EXECUTIVE SUMMARY

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

B. EXECUTIVE SUMMARY

West Coast Arborists is pleased to present our proposal response for the City of Hanford for On-Call Certified Arborist Services which includes preliminary tree assessment, tree inspection services, tree protection monitoring, and wildlife monitoring. At West Coast Arborists, we are committed to creating and maintaining robust urban forests for our future. One way we actualize this commitment is through providing tree risk assessments. Our team crafts visually aesthetic reports and other assets that are useful and relevant for agencies needing to make educated decisions on the management of their urban forest.

Project Management

Our Plant Health Care division excels in managing arborist services and generating detailed reports. To streamline our processes, we have developed ArborAccess – a powerful, in-house software solution. This versatile tree inventory and management software works seamlessly on any device and browser, guaranteeing efficient operations. With ArborAccess, our team meticulously records attributes for each inspected tree, enabling us to collect comprehensive data. This wealth of information empowers us to provide valuable and cost-effective resources to effectively manage urban canopies.

Approach

Our approach is tailored to your Agency's specific needs and the current needs and wishes of the Agency for the management of the urban forest in the future. We will conduct a thorough visual inspection of trees in the City of Hanford, focusing on those that are dead or have low hanging branches over the roadway access area. Our goal is to ensure the safety of vehicular traffic by identifying any potential issues.

Our project managers are empowered to solve problems and make timely decisions to ensure that project momentum moves forward without any setbacks. Additionally, our low employee turnover means that the team you meet at the beginning of your project will stay with you until completion, providing consistency throughout the project.

Experience

Tim Crothers, Plant Health Care Manager, will be in charge of leading our key staff members for this project. Our expert team comprises of qualified professionals, such as ISA Board Certified Master Arborists, ASCA Registered Consulting Arborists, and ISA Tree Risk Assessment Qualified personnel. Our staff have completed tree inspections and reports for over 200 public agencies in California, making us proficient and well diverse in assessing risk in accordance with industry standards.



COMPANY INFORMATION

President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union:
LiUNA!

SAM Entity ID: CFJMV MJ9NSD1

Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA

Fresno, CA

Indio, CA

Ontario, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE

24/7

1-800-LIMB-DOWN

Company Overview

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,300 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California, Arizona, Texas, and New Mexico.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



100+ ISA
Certified Arborists



50+ Years Experience
(Similar Size & Scope)



1,300+ Qualified
Employees



Accredited by TCIA



Local Office & Yard
(Fresno)



1,700+ Pieces of
Equipment (Owned)

Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,300+ employees
- 350+ contracts with public agencies
- 100+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 yrs
- Avg. 46,000 trees **removed** annually over past 3 yrs
- Avg. 20,000 trees **planted** annually over past 3 yrs
- Avg. 250,000 trees **inventoried** annually over past 3 yrs
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$220 million annually
- Fleet of approximately 1,700 pieces of equipment



State of California Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
info@wca-arborists.com
Trade Name/DBA
License Number (s)
C51B-366764
C51B-366764

Registration History

Effective Date	Expiration Date
05/26/18	06/30/19
06/07/17	06/30/18
06/06/16	06/30/17
06/26/15	06/30/16
08/15/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24
07/01/24	06/30/27

Project Team



TIM CROTHERS

Plant Health Care Manager

Tim Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

Mr. Crothers has overseen the creation of multiple Urban Forest Management Plans, the purpose of which is to function as a guide for municipal agencies to help manage their urban forest, for the present and the future. He has worked with cities to create a sound framework for the selection, use and maintenance of trees, providing them with better tools for planning and budgeting. His experience includes the creation of Urban Forest Management Plans for the City of Hawaiian Gardens, City of Carlsbad, and the City of Santee. Most recently he completed a CFMP for the City of Fullerton.

- **ISA Board Certified Master Arborist #WE-7655BUM**
- **B.S. Environmental Horticulture Science**
- **ASCA Registered Consulting Arborist #721**
- **CA Dept. Pesticide Regulation QAL #145321 B, D**
- **ISA Tree Risk Assessment**
- **Qualified & TLC Wildlife Aware**



LEONARDO TUCHMAN

Plant Health Care Arborist

Leo Tuchman joined WCA in 2023 and brought with him over 5 years of experience in the arboriculture industry. Current responsibilities as a Plant Health Care Arborist includes establishing GPS tree inventories, arborist report writing tree risk assessments, aerial inspections, tree appraisals, pre-construction planning and diagnosing tree disorders. Additionally, he assists with providing Plant Health Care (PHC) recommendations and service applications for our customers in the Bay area.

- **ISA Certified Arborist #WE-12453A**
- **ISA Tree Risk Assessment Qualified**
- **ASCA Registered Consulting Arborist #771**
- **DPR Qualified Pest Control Applicator**



KELLEY GILLERAN

Plant Health Care Arborist

Kelley has been with WCA since 2010. Before that time, he worked for Fallen Leaf Tree Service Inc. as a Consultant/Salesperson. Current responsibilities as a Consulting Arborist includes establishing GPS tree inventories, arborist report writing tree risk assessments, aerial inspections, tree appraisals, pre-construction planning and diagnosing tree disorders. Additionally, he assists with providing Plant Health Care (PHC) recommendations and service applications for our customers in the San Joaquin and Central Valleys.

- **ISA Board Certified Master Arborist #WE-7061B**
- **ISA Tree Risk Assessment Qualified**
- **ASCA Registered Consulting Arborist #688**
- **DPR Qualified Pest Control Applicator #QAL136772 B, C, D**



JEFF CRAIN

Plant Health Care Arborist

Jeff Crain has over 24 years of consulting and project management experience in botanical field research, ecological studies, habitat restoration, and tree surveys. Jeff's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results.

- **ISA Board Certified Master Arborist WE-6658B**
- **DPR Qualified Pest Control Applicator #QAL161631**
- **ISA Tree Risk Assessment Qualified**



TAB C

CONSULTANT INFORMATION, QUALIFICATIONS, AND EXPERIENCE

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

C. CONSULTANT INFORMATION, QUALIFICATIONS, AND EXPERIENCE

CITY OF CARPINTERIA

Completed December 2023



In addition to providing the city with tree maintenance for both streets and parks, we assist the City with as-needed arborist reports. WCA recently completed 4 tree risk assessment reports for the City of Carpinteria. Scope of work included recommendations for maintenance and a general assessment of the tree including health and potential risk. A management recommendation was also provided to the City.

Contact: John Ilasin, Public Works Director
5775 Carpinteria Ave., Carpinteria, CA 93013 ~ (805) 684-5405 ~
johndi@carpinteriaca.gov

CITY OF FILLMORE

Completed October 2023



WCA provides the City of Fillmore with tree maintenance services including arborist reports and risk assessments. Recently, WCA completed a complete tree inventory data collection for the City which included collection of various tree attributes and a basic tree risk assessment. This inventory is now being used to determine future maintenance needs and develop a tree care management plan.

Contact: Shannon Godfrey-Prentice, Executive Assistant
250 Central Ave., Fillmore, CA 93015 ~ (805) 201-9623 ~
sgodfrey@fillmoreca.gov

CITY OF MOORPARK

Completed March 2025



WCA provides the City of Moorpark with urban forestry management services and provides the City with basic risk assessment reports as needed. Over the years we have provided more than 30 reports for the City as a part of our tree maintenance contract.

Contact: Jeremy, Laurentowski, Parks & Recs Director
799 Moorpark Ave., Moorpark, CA 93021 ~ (805) 517-6385 ~
jlaurentowski@moorparkca.gov

ADDITIONAL TREE RISK ASSESSMENT REFERENCES OR INFORMATION PERTAINING TO THESE PROJECTS IS AVAILABLE UPON REQUEST.



City of Santa Maria
Reports Completed: 6



City of Alameda
Reports Completed: 13



City of Santa Rosa
Reports Completed: 2



City of Morgan Hill
Reports Completed: 36



TAB D

ORGANIZATION AND APPROACH

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

D. ORGANIZATION AND APPROACH

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Sound equipment
- Public relations
- State-of-the-art communication systems

Area Manager: Tim Crothers

ISA Certification #: WE-7655BUM

DPR Qualified Pest Control Applicator #145321

QAL Category B & D

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Work Plan

1. When our local WCA team in the Fresno office receives a phone or email request for development services assistance, we will create a work order using an annual job number. This allows our local Plant Health Care Arborist to provide hourly arborist services for any of the items listed in scope A-G. Coordination with City staff will occur through a combination of in-office visits, phone calls, and emails. We will respond with written arborist reports addressed to the specified department head. Attendance at meetings will be scheduled in advance through calendar invitations. WCA will maintain local records of peer review reports, on-site monitoring, and tree reporting for each address.
2. Prepare a preliminary arborist report for trees on the project site. Identify the potential impact of the project on the subject trees, providing comments and recommendations concerning design considerations in order to facilitate the protection of the most desirable trees where possible. Provide recommendations for protecting the Critical Root Zones during design and construction phases of the project. This may include but is not limited to: setback requirements for buildings, infrastructure and underground services.
3. For tree permit processing and compliance, our Arborist will dedicate specific days and hours each week, as chosen by the City, to assist with permits at the City office and conduct field visits to ensure compliance with the issued permits. Any actions by owners that are found to be non-compliant will be communicated through a written report to the Development Services department head for further follow-up.
4. Survey all trees on the project site, typically six inches and larger in diameter at 54" above grade.
5. Tag trees and record their dimensions, health, and structural conditions. Map their locations on a survey.



6. Prepare a Tree Resource Analysis Matrix, listing tree dimensions, tree conditions (health, and structure ratings), identifying trees recommended for preservation, and highlighting those unsuitable for preservation due to poor ratings or their locations within the project site.
7. Locate, measure, identify and assess all regulated trees based on varying regulatory requirements (such as: Timber Harvest Plan and/ or Timberland Conversion Permit as part of Cal Fire's Forest Practice Program and Title 14 of the California Code of Regulations).
8. Collaborate with a Registered Professional Forester (RPF) and Licensed Timber Operators (LTOs) to meet all regulatory requirements.
9. All work performed will adhere to the standards set by the American National Standards Institute A300 and the Best Management Practices of the International Society of Arboriculture.
10. Billing for arborist services will follow the schedule established by City staff.
11. An annual planning meeting will be held in late spring or early summer to review WCA's services.





TAB E

SCOPE OF WORK

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

E. SCOPE OF WORK

General Services

Consulting – Aerial, ground visual, or soil excavation assessments typically take 30 minutes to 2 hours per tree, depending on the service provided.

Project Inspection – Arborist will remain on-site for the duration of the project as needed.

Meeting with City staff - The time frame varies depending on the topic that needs attention.

Presentation – Includes the time required to conduct research, prepare documents, and present findings to City staff and/or administration.

Lab Testing – The sample in question will be taken to the facility, and the findings will be reported as part of WCA's consulting services, which do not include the cost of tests per sample.

Specific Services

1. Review and update the current City-approved list of trees that provide privacy protection.
2. Offer professional insights on the value of removed trees to determine appropriate replacement trees or the monetary value of in-lieu fees.
3. Provide best practice standards for required trees associated with new development or construction projects.
4. Conduct peer reviews of arborist reports submitted by applicants.
5. Prepare tree condition reports on behalf of the City for development projects.
6. Evaluate sites after construction and produce suitability audit reports.
7. Advise City staff on all matters related to construction activities near and within Tree Protection Zones (TPZ).
8. Monitor contractors during grading, root pruning, tree trimming, tree protection fence installation, irrigation, and fertilization/mulching of existing trees throughout the construction process, including utility trenching in TPZ and any other activities that may impact existing trees.
9. Provide detailed reports on tree conditions, both orally and in writing, including assessments of tree species, size, health, root conditions, structure, risk factors, and monetary value.
10. Offer pest and disease diagnostics and recommend protection strategies to mitigate the physical stress of construction on trees.





TAB F

CONFLICT OF INTEREST STATEMENT

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

F. CONFLICT OF INTEREST STATEMENT

West Coast Arborists, Inc. has no conflict of interest to report.





TAB G LITIGATION

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

G. LITIGATION

West Coast Arborists, Inc. has litigation to report in connection with prior projects.





TAB H

CONTRACT AGREEMENT

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

H. CONTRACT AGREEMENT

West Coast Arborists, Inc. does not have any issues or changes to the proposed contract agreement included as Appendix “A”, Attachment 2, “Sample On-Call Arborist Services Contract Agreement”.

The SOQ terms shall remain in effect for ninety (90) days following the date SOQ submittals are due (Thursday, October 9, 2025 at 2:00pm).





TAB I

FEDERAL AID PROVISIONS

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

I. FEDERAL AID PROVISIONS

See attached Requirements and Required Federal Forms.





TAB J

COST PROPOSAL

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

J. COST PROPOSAL

In conformity with the terms and conditions of the contract, West Coast Arborists, Inc., hereby proposes to the City of Hanford the following schedule of compensation. Invoices will be submitted bi-monthly (1st and 15th of each month.)

DESCRIPTION	UNIT	UNIT RATE
<i>ON-CALL ARBORIST CONSULTING SERVICES</i>		
1. Consulting Services including Report Writing a. (2-hour minimum) Travel included	Per hour	\$325.00
2. Project Inspection (2-hour minimum)	Per hour	\$325.00
3. Review tree removal permits and/or drawings	Per hour	\$325.00
4. Meetings with City staff and/or Contractor(s)	Per hour	\$325.00
5. Presentation to City Staff, Administration, etc. a. (2-hour minimum)	Per Hour	\$325.00
6. Laboratory testing (i.e., Soil, limb, etc.)	Each	Cost + 15%
7. Provide tree recommendations for planting	Per hour	\$325.00
8. Respond to tree-related emergencies for consultation	Per hour	\$325.00
9. Survey and tag trees designated by the City a. Cost of tags is cost + 15%	Per hour	\$325.00



TAB K ESCALATION

Comprehensive tree services in more than 350 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

K. ESCALATION

West Coast Arborists, Inc. agrees to the escalation terms.



SAMPLE AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made and entered into this 4th day of November, 2025, by and between the City of Hanford, a municipal corporation (“City”), and Arboreal Consulting (“Consultant”).

RECITALS

- A. Consultant represents to City that they are specially trained, experienced, licensed, and competent to perform the services which will be required by this Agreement; and
- B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render Certified Arborist services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1) **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.
- 2) **Scope of Services and City Responsibilities.**
 - a) Consultant shall perform the services (“Services”) and City shall have the responsibilities described on the attached Exhibit “A,” which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit “A” shall be interpreted so they are consistent; however, if there is a direct and irreconcilable conflict between the text of this Agreement and Exhibit “A,” the former shall control.
 - b) Consultant shall correct any and all errors and/or omissions, which arise out of Consultant’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City’s request and at no cost or expense to City.
- 3) **Time of Performance.** The Consultant will have an initial performance period of two (2) years from the date of fully executed agreement, with the possibility of up to three one-year extensions. The contract shall not, in any case, exceed five (5) years. Services shall be completed according to the tasks identified in the attached Exhibit “A.”

- 4) **Compensation.** Compensation to be paid to Consultant shall be in accordance with the attached Exhibit "A." Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to City at the time of payment.
- 5) **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultants' bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.
- 6) **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which is not included in Exhibit "A." Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from the City.
- 7) **Termination.** This Agreement may be terminated by City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.
- 8) **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

- 9) **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data, electronic or otherwise, recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this

Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. The City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at the City’s sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

- 10) **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name, insignia, photographs, or the project for which Consultant’s Services are rendered, or any publicity pertaining to the Consultant’s Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City’s satisfaction with Consultant’s work product unless Consultant receives a written statement or evaluation from City.
- 11) **Equal Opportunity Employment**. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City’s programs or guidelines currently in effect as identified and provided to Consultant by City.
- 12) **Insurance Requirements**.
 - a) Consultant, at Consultant’s own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

- i) Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- ii) Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).
- iii) Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- iv) Professional Liability Coverage. Consultant will maintain Professional Liability Insurance coverage in an amount not less than TWO Million Dollars (\$2,000,000) per occurrence or claim and a general aggregate limit of no less than Two Million (\$2,000,000).

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Consultant's insurance policies shall be "occurrence" policies and not "claims made."

Consultant may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Consultant shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

- b) Any deductibles or self-insured retentions must be declared to and approved by City. The city may require Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require Consultant to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c) The policies are to contain, or be endorsed to contain, the following provisions:
 - i) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or

borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

- ii) For any claims related to this contract, Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.
- iii) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

Consultant shall furnish City 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The city reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- d) Consultant hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Consultant may acquire against City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

- 13) **Indemnification.** To the fullest extent allowable by law, Consultant agrees to indemnify, defend and hold harmless City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Consultant's or its owners, directors, officers, managers, employees, agents and subcontractor's willful misconduct or negligent acts or omissions in the performance of the services and Consultants responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful misconduct. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

- 14) **Independent Contractor Status.** It is understood and agreed that the Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be

an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15) **Consultant's Books and Records.**

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- b) The consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents should be provided to the City for inspection at City offices.
- d) Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to City and that the records and documents be maintained in City offices. Access to such records and documents shall be granted to any party authorized by the Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16) **Interest of Consultant.** Consultant and its owners, members, or shareholders, as applicable, covenant and represent that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a) will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and

- b) possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. FPPC Reg. Sec. 18700, et seq.
- 17) **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be **Kit P. Jory Sr.** who shall not be replaced without the written consent of City. All work performed by Consultant under this Agreement shall be in accordance with the applicable professional standard care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise working in Kings County.
- 18) **Compliance with Laws.** The consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.
- 19) **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.
- 20) **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of City, which will not be unreasonably withheld. If the City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.
- 21) **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction

and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

- 22) **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
- 23) **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 24) **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- 25) **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.
- 26) **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 27) **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 28) **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 29) **Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding economic sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. Government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from, entering any new contracts with individuals or entities that are determined to be a target of economic sanctions. Accordingly, should the State determine Contractor is a target of economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- 30) **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 31) **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY OF HANFORD

Chris Tavaréz
City of Hanford
319 N. Douty
Hanford, CA 93230

CONSULTANT

Kit P. Jory Sr.
Arboreal Consulting
1839 Ygnacio Valley Road, Suite B
Walnut Creek, CA 94598

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
CHRIS TAVAREZ
Interim City Manager

CONSULTANT

ARBOREAL CONSULTING.

By: _____
KIT P. JORY SR.
Principal/Lead Consultant

EXHIBIT “A”

Scope, Timeframe, and Compensation for Services

Click or tap here to enter text.



SOQ COVER LETTER
CITY OF HANFORD REQUEST FOR QUALIFICATIONS
DATE: October 8, 2025
PROJECT: RFQ 2603 On-Call Certified Arborist Services

Arboreal Consulting
1839 Ygnacio Valley Road
Suite B
Hanford, CA 94598
Attn: Kit P. Jory Sr.
510-200-5070
ArborealConsulting@icloud.com

Attn.: Brad Albert, Director
City of Hanford
Parks and Community Services Department
321 N. Douty Street
Hanford, CA 93230

Dear Brad Albert,

Thank you for the opportunity to respond to the request for On-Call Arborist Consulting Services for the City of Hanford. We currently work with other clients, agencies, and on projects that regularly address the details included in the Scope of Work. We currently have and maintain great relationships with those clients. Our staff specializes in providing the most exceptional and professional arboriculture consulting services available. In providing these services, we exceed our clients' expectations on work product, customer service, and turnaround time. We partner with our clients to establish and maintain collaborative relationships. By all appearances our staff is so integrated with our clients, that together, we present ourselves as a single team with a shared goal. Based on a review of the City's RFQ and proposed Scope of Work, our firm is uniquely qualified to deliver all the services that The City of Hanford is seeking a qualified and professional firm to deliver. Arboreal Consulting is prepared and ready to enter into an Agreement for Services for the following Scope of Work, and any other related services that the City needs. These services may include, but are not limited to:

- a) Provide support and assistance with the USDA Urban and Community Forestry Grant Program.

- b) Advising the City of Hanford on all tree-related matters.
- c) Advise and make recommendations of the City of Hanford's Urban Forestry Master Plan.
- d) Work with City staff to implement Best Management Practices (BMP's) and streamline the tree removal/protection processes.
- e) Provide excellent customer service, remain flexible with job duties, be proactive, and take initiative with assigned projects.
- f) When necessary, attend public meetings.
- g) Supplemental tasks may be assigned as needed.
- h) Tree Planning:
 - a. Review the City's Tree Inventory (TreePlotter Software) to determine Urban Forest management and identify future planting sites.
 - b. Recommend the appropriate tree species and size for all new trees.
- i) Permit and Plan Review:
 - a. Review all heritage tree permit requests. This includes an assessment of the tree, a written report, and recommendations to approve or deny the permit.
 - b. Review tree protection plans when construction occurs near heritage trees, including reviewing protection measures when construction must occur within the dripline of heritage trees, and recommend additional tree protection measures if necessary.
 - c. Review mitigation plans when projects violate the tree ordinance.
 - d. Make recommendations for replacement trees when heritage trees are approved for removal.
- j) Tree Assessments:
 - a. Assess trees for risk as needed and provide recommendations for mitigation.
- k) Education:
 - a. Provide tree pruning training to City staff.
 - b. Lead and instruct volunteers during tree planting events.
- l) Any other services that the City wishes to negotiate into the Scope of Work for the Agreement for Services.

Within our proposal, please find the following exhibits: A) Introductory Letter, B) Executive Summary, C) Consultant Information, Qualifications, and Experience, D) Organization and Approach, E) Scope of Work, F) Conflict of Interest Statement, G) Litigation, H) Contract Agreement, I) Federal Aid Provisions, J) Cost Proposal, K) Escalation.

I acknowledge that all addenda, if applicable, have been reviewed and accepted. Based on pre-submittal review and Addendum No. 1 issued on October 2, 2025, we understand that the Scope of Work described in the RFQ. Arboreal Consulting also understands the complexities in working with a municipal agency when provided broad services across multiple disciplines, where the ebbs and flows of service demand may change. The need for flexibility, possible expansion of services available to the City, program growth, and ability to build a long-term collaboration will likely be required. We are

confident that we have the staff, experience, and ambition to manage the Urban Forest challenges that the City of Hanford Public Works Department, Planning, and Urban Forestry Program has identified as well as the ones that will present themselves in the future as the City's programs continue to grow.

We look forward to the opportunity to provide these services to the City of Hanford and more importantly to the community we all serve.

Sincerely,



Kit P. Jory Sr.
Principal Consultant



B) Executive Summary

Arboreal provides professional consulting services in arboriculture and Urban Forestry. Arboreal employs several professional full-time, part-time, and sub-contracted staff to provide a broad range of services to our clients. Over the years, we have helped public agencies, private developers, and individual property owners throughout California to plan, construct, and manage various landscapes and tree inventories in a scientifically sound, environmentally responsible, fiscally conscious, and socially responsive manner. The firm's management staff consists of principal arborists with over 50 years of combined experience of municipal Urban Forestry. Our staff consists of a combination of International Society of Arboriculture Certified Arborists, Municipal Specialist, Qualified Tree Risk Assessors, American Society of Consulting Arborists, Tree Care Industry of America Certified Tree Workers, Society of Municipal Arborists, and licenses from the California Department of Pesticide Regulation.

Arboreal's expertise ranges from single tree issues to managing complete Urban Forests. We specialize in creating, implementing, and maintaining Urban Forest Management Plans in a municipal setting. Specifically, our staff has a unique aptitude for addressing tree issues as they pertain to commercial and private development, tree preservation and mitigation relating to applicable local tree protection ordinances, tree risk assessment and management, public outreach and education on the benefits of trees, and implementing local tree canopy goals into an agency's master plan, development process, and individual projects.

Arboreal Consulting's short-term and long-term goals are the same, which are, to provide the highest level of professional arboricultural, project management, and public works related consulting services available. This includes working in concert with our clients as an extension of their internal teams and programs in a manner that would demonstrate to our customers that the work product provided is an extension of our client's services.

Based on a thorough review of the RFQ and the pre-proposal meeting, the scope of this project may involve various areas of arboricultural support to the City. Much like the individual trees we work with every day, we anticipate that the project scope will grow and expand. The following staff have been identified as initial key staff based on the proposed scope of work, the main body of work is focused on evaluating trees for preservation, replacement, and/or removal as they relate to various tree permit applications, impacts on development, and industry standards for municipal arboriculture. There may also be a need for the Consultant to provide the City with recommendations related to program development, management, processes, efficiencies and workflow.

Staff that will be assigned as project lead for the client will be one of many Municipal Specialist's that have been City Arborists or City Urban Foresters of Northern California cities with populations of 50K or more. All Arborist on staff are professional members of ISA, SMA, TCIA, or ASCA; and have extensive experience with providing consulting services for many San Francisco Bay Area agencies. Any staff assigned to the client will

be Qualified Tree Risk Assessors. Most of our arborist carry this designation and have multiple years of experience assessing, managing and mitigating risk in a municipal setting. All of our Arborists have throughout knowledge of: tree identification, trees native to and highly adaptive tree species to California, a thorough understanding of tree structure and physiology, proper tree planting standards and young tree care, soil issues regarding tree planting and preservation, general maintenance of trees, safety pruning, structural maintenance including canopy restoration, root and tree protections zones during construction and maintenance, and various other areas of general tree maintenance activities. Arboreal's current staff has broad experience establishing policy, procedure, and processes for all areas of Urban Forestry Management, all stages of development review, and enforcement of codified tree protection policies. Arboreal staff has extensive experience preparing and delivering communications to agencies, publicly appointed persons, publicly elected bodies, and the public. Arboreal staff will be available to respond to emergency assignments within 24 hours and to provide responses to routine requests and reports within 5 business days.

Management Team:

Kit P. Jory Sr., MPA, Lead Consultant

City Arborist & Public Works Division Manager, City of Concord

Part of my duties at the City of Concord is to oversee the Urban Forestry Program. This includes management of all internal and external tree maintenance services and contracts, managing internal tree staff, administering contracted service, overseeing all public and private tree issues, reviewing and processing all tree permits, reviewing and processing all Planning and Development related tree activities, providing plan and staff review of tree removals and replacements, enforcing the City's tree ordinances and mitigation requirements, public outreach and education regarding Urban Forestry, organizing and leading tree planting and volunteer driven projects, representing the City as the subject matter expert, presenting to Council and Commissions, and all other areas of Urban Forest Management. I have an Outside Employment Agreement with City of Concord to provide consulting services outside the City of Concord City limits. Previously served as City Arborist for the City of Fremont, Urban Forester for the City of Modesto, Municipal Chair of Western Chapter of International Society of Arboriculture, and Board Member California Urban Forest Council (CAUFC); recipient of "Everyday Hero" Award by the CAUFC. Authored articles on municipal management of Urban Forests in ISA publication *Arborist News* in April 2019 and December 2019. Successfully applied for and awarded, executed, and completed multiple CalFire Urban and Community Forest grants in 2016, 2018, 2020, and 2022. In 2023, successfully applied for and awarded, executed, and currently completing USDA USFS Urban and Community Forestry Grant for \$1M.

Michael Hoesch, Assistant/Support Consultant

Urban Forester & Maintenance Manager of Mount Diablo Unified School District, previously City Arborist and Community Forestry Superintendent of the City of Modesto, and has been a private tree contractor for over 30 years. Mike has

overseen all the same activities that Mr. Jory cites above for his municipal employers and private clients. Michael will support Mr. Jory when needed, in times of urgency, or to ensure project delivery. Michael will take the lead on developing maintenance plans for City maintained trees, training internal City staff, and ensuring City staff and contractors are adhering to all safety protocols, OSHA requirements, ANZI A300 pruning standards, and the industry's Best Management Practices.

Katlyn Burns, Office Manager

Katlyn will provide task order/assignment intake, invoicing, minor planning and development plan review support. Katlyn will be utilized as necessary on areas where the City needs planning activities tied to sustainability, environmental services, and/or requested support and guidance on tree-related issues tied in Public Works Engineering projects.

Arboreal staff has reviewed the City of Hanford Standard Master Services Agreement, Insurance Guidelines, and all other relevant documents and is able to meet all terms of the contract and the insurance requirements. Our management team and key staff are all current and/or previous City Arborists or Urban Foresters. We possess all the tangible and intangible skills that are required to deliver all areas of arboricultural support for the City of Hanford. We are well experienced with all areas of Urban Forestry management and understand intimately the complexities and sensitivities that the internal and external customers have towards trees.

Arboreal Consulting is also heavily integrated and partnered with PlanIT GEO, the developer that provides and maintains the TreePlotter Platform. We are considered "Super-Users" of TreePlotter, understand how best utilize the platform in a manner that best suits municipal customers, and actively utilizes all data that TreePlotter captures and produces in order to maximize reporting and guide decisions regarding Urban Forest management. Arboreal staff have worked with PlanIT GEO and the TreePlotter platform in 5 different Cities to track data, record maintenance activities, recommend management strategies, and implement changes. Arboreal's staff sees the TreePlotter Platform as the most usable tree management software platform on the market today.

C) Consultant Information, Qualifications, and Experience

Consultant information is detailed extensively throughout this Statement Of Qualifications (SOQ). We are the only proposer that has staff that have worked directly for municipalities as City Arborists, managing Urban Forests, and administering all areas of in-house and contracted tree maintenance services. We have worked intricately with multiple Cities in the capacity that the City of Hanford is seeking on-call consulting services for. Some current consulting agreements and clients we are currently and have previously provided these services to include:

Walnut Creek

- 1) City of Walnut Creek
- 2) Project Manager: Mike Vickers, Assistant Public Works Director
- 3) Contact information: Vickers@WalnutCreekCa.gov
- 4) Contract amount: Not To Exceed \$200,000
- 5) Funding Source: Planning and Development Funds
- 6) Dates: Initiated June 2025
- 7) Completion: Ongoing
- 8) Consultant Project Manager: Kit P. Jory Sr, KPJSR@Icloud.com
- 9) Project Objective: Provide On-Call Arborist Consultant Services
- 10) Project Description: Scope of Services Includes
 - a. Consultant agrees to provide the services listed below:
 - i. Review planning documents and construction plans for Conformance with City requirements
 - ii. Review and approve or deny tree removal permits
 - iii. Review project arborist reports for tree conditions, valuations, and protection requirements, and provide conditions of approval, as needed, consistent with the Tree Preservation Ordinance (WCMC Sect. 3-8.01 et seq)
 - iv. Represent City in litigation of tree-related cases
 - v. Staff training for tree pruning, planting, and cultural requirements.
 - vi. Advise on tree removal, replacement, and disease identification
 - vii. Develop long-range plans for tree replacement
 - viii. Assist in prioritizing tree maintenance
 - ix. Manage the City's Tree Inventory
 - x. Assist in risk management of trees
 - xi. Work with City staff to develop a Tree Master Plan.
- 11) Project Outcome: Ongoing

San Leandro

- 1) City of San Leandro
- 2) Project Manager: Chris Peiffer
- 3) Contact information: chrispeiffer@planitgeo.com
- 4) Contract amount: Not To Exceed \$50,000
- 5) Funding Source: Fund
- 6) Dates: Initiated March 2022 to July 2023
- 7) Completion: Completed July 2023
- 8) Consultant Project Manager: Kit P. Jory Sr, KPJSR@Icloud.com
- 9) Project Objective: Provide analysis, evaluation, and recommendations to improve the City's Tree Maintenance Services
- 10) Project Description: Evaluate the field operations of the tree maintenance program, evaluate the safety, efficiency, and performance to ensure that City staff are implementing the latest and most protective safety practices, efficient and productive industry standards, and the most current Best Management Practices for Urban Forestry. Create a plan with recommendations that address any deficiencies, rectify critical failures, and improves service lines.

Law Offices of Lawrence M. Knapp

- 1) The Law Offices of Lawrence M. Knapp
- 2) Project Manager: Howard Knapp
- 3) Contact information: howard@lmklaw.net
- 4) Contract amount: Retained as Expert Witness, Estimated \$40K-\$100K
- 5) Funding Source: Partnership Fund
- 6) Dates: Initiated June 2025 to Current
- 7) Completion: Ongoing
- 8) Consultant Project Manager: Kit P. Jory Sr, KPJSR@lcloud.com
- 9) Project Objective: Provide expert witness services in a catastrophic injury case involving tree failure.
- 10) Project Description: Expert witness in standard and duty of care in a tree failure incident that resulted in catastrophic injury.

D) Organization and Approach

Upon successful award and execution of contract to provide services, Arboreal may change the staff assigned to the City based on the needs and fit of the client. The goal is to ensure that Arboreal assigns the best available staff to manage, lead, and/or provide various arborist services based on the needs of the client. Our goal is to ensure the needs of the client are exceeded. To do so, Arboreal will need flexibility on how we assign staff to the client until there is a clearer picture on the regular, ongoing, or daily services that will be needed by the client. Initial assigned staff are listed as:



Kit P. Jory Sr
Public Works & Urban Forestry Specialist,
Arboreal Consulting
ISA Certified Arborist, Urban Forest Professional,
Municipal Specialist, TRAQ

Kit P. Jory Sr. will be the Principal Consultant representing Arboreal Consulting and will provide oversight and quality control over produced assessments and reports. Mr. Jory will also be the lead consultant in all tasks associated with final Urban Forest Management Plan presentation, Grant Writing, Expert Witness needs, and any specialized tasks that are agreed upon between the City and Arboreal Consulting that may be outside the existing Scope of Work. Kit is an ISA Certified Arborist, Municipal Specialist, Urban Forest Professional, and Qualified Tree Risk Assessor. He brings over 20 years of experience in managing municipal tree programs, public works operations, and managing landscape maintenance programs to the team. His extensive experience will be an asset to providing strategic and tactical recommendations on actionable tasks and contract management. Kit will be the primary and lead consultant. In addition to providing all services listed in Section E: Scope of Work, Kit will represent the City at a high level in matters that require a subject matter expert services and, in all public-

facing needs for formal presentations including to Council, Commissions, and Boards. Kit also maintains several other industry-related certifications such as Qualified Applicator Certification with the California Department of Pesticide Regulation, Certified Parks and Recreation Professional with California Parks and Recreation Society, Certified Water Collections Grade with California Water Environment Association, and several other ancillary certifications which bring value to project management and well-rounded consulting services.



Michael Hoesch
Urban Forest Management Specialist,
Arboreal Consulting
ISA Certified Arborist, Municipal Specialist,
TRAQ

Michael Hoesch will assist as needed in Plan and Permit review, Urban Forest Master Plan Management, Tree Inspections, and in all areas regarding Tree Maintenance Plan creation, staff training, and public engagement on Urban Forestry Best Management Practices. Michael is an ISA Certified Arborist, Municipal Specialist, and Qualified Tree Risk Assessor. He was the City Arborist for the City of Modesto for over 20 years. and will be solely committed supporting all the City of Hanford's consulting needs. He brings over 30 years of experience in managing municipal tree programs to the team. His expertise is in the comprehensive management of Urban Forestry Programs, maintenance requirements and assessments, analyzing and evaluating service lines, managing the City's enforcement of processing and mitigating protected tree removals, best practices of street tree mitigation, identifying safety and risk related issues within work groups, and implementing solutions to increase processes, workflow, and productivity. Mike will serve as the backup to Mr. Jory on behalf of Arboreal Consulting for tasks related to tree permit processing, recommending conditions of approval for all tree related planning review, and all tasks relating to tree mitigation because of permitted and unpermitted removals. He will also lead all recommendations on tree maintenance evaluations, planning, training, and education.



Katlyn Burns
Planning and Development,
Arboreal Consulting
LEED AP O + M

Katlyn Burns is our Sustainability Biodiversity, and Green Infrastructure subject matter expert at Arboreal Consulting. Katlyn specializes in ensuring cohesion between Urban

Forest Management and other municipal policies and plans such as Master Plans, Sustainability Plans, Climate Action Plans, and Community Tree Management Plans. She can contribute at the executive level in presentations and communications between the public, agency staff, and elected officials. Katlyn will be the primary reviewer of field inspections as they relate to tree permit applications, tree surveys as part of plan submittal, and review of tree impacts in development projects. Katlyn excels in developing key partnerships between community groups and agency staff to create joint venture plans where volunteerism can be leveraged against limited agency resources.



Maria Rodriguez
Management Analyst, Plan Review
Arboreal Consulting

Maria Rodriguez is the Management Analyst for Arboreal Consulting. She will contribute in multiple areas of analysis, evaluations, and bench marketing. She will be instrumental in plan review and comparisons to ensure the practical application of the plan, timelines for implementation, leading presentation of the plan goals and timelines, and identifying the most likely possible outcomes. She will coordinate and collaborate with the agency staff for implementation strategies to ensure success.

Arboreal Consulting has other staff that have previously served both as Urban Foresters and City Arborists for various agencies. These staff are assigned on a task order basis across our various clients. Arboreal Consulting is committed to ensuring that the tasks assigned by the City of Hanford are of top priority and will commit to reassigning Arboreal staff from other assignments as needed based on Hanford's needs and stated deadlines for task order. In short, your priorities will be our priorities and we are committed to ensuring that the work product you seek from Arboreal will be delivered in a timely manner and always within all stated deadlines.

- 1) Roles and Organization. Our staff perform the scope of work that the City of Hanford is looking for on a regular and daily basis. We have over 50 years of combined experience in providing these services. Based on the proposed scope and the description of services listed in the RFQ, we cannot anticipate coming across any work assignment where we don't have extensive experience. Arboreal uses sub-consultants only as needed and at it's clients requests. In example, should the City request an updated full inventory be completed of the entire City's Urban Forest, Arboreal would likely request City approval to subcontract some of that work to our existing partnerships with subconsultants such as PlanIT GEO or American Tree Medics, in the interest of completing the project with a expedited delivery.

- a. As described above, Kit P. Jory Sr will serve as the Lead/Principal Consultant for the City of Hanford. Kit will provide all services listed in the scope of work with the support of Michael Hoesch, Katlyn Burns, Matthew Salyer, Maria Rodriguez, and other Arboreal staff as needed. Based on the number of hours the City anticipates the consultant will be utilized, we don't anticipate needing to rely on our other certified arborist staff, but we do have several more certified arborists on staff that perform these services.
- b. Michael Hoesch is a lead arborist consultant and will support Kit in all areas of inspection, permit processing, field operation/ANZI A300/OSHA safety analysis, tree training, peer review of outside arborist reports, and various other areas.
- c. Katlyn Burns is our Office Manager and will be responsible for task order intake in addition to providing other consulting services as needed.

2) Project and Management Approach.

- a. Arboreal Consulting will approach the tasks assigned by the City of Hanford as detailed in the scope of work in the following manner:
 - i. First, upon successful execution of the on-call agreement, Arboreal staff will conduct kick-off meetings with key members of City staff to obtain a thorough understanding and picture of the City's resources, challenges, objectives, desired outcomes, sensitivities, stakeholders, public engagement, internal service lines, and other areas of Urban Forest management that will all guide and inform how Arboreal staff supports the City of Hanford to move the Urban Forestry Program forward.
 - ii. Arboreal staff will evaluate the USFS grant deliverables to identify areas where we can provide immediate support to the City for project delivery.
 - iii. We will also review some of the City's most recent tree permitting and mitigation cases to understand the City's expectations and philosophy around preservation, protection, removal, replacement, and planting activities.
 - iv. We will identify a few sample tree issues using the City's most recent permitting, mitigation, maintenance planning, and other areas to understand the City's expectations and goals.
 - v. We will work with City Staff using the City's existing TreePlotter data to understand how familiar City staff are with TreePlotter, its reports, and how it is currently being utilized as a force multiplier for its Urban Forest Management.
 - vi. Arboreal will strive to build relationships with key City staff to create a seamless professional relationship so that City staff understand that Arboreal staff are here to support all their Urban Forestry needs.

- vii. Arboreal staff will use the City's current tree inventory in TreePlotter to identify key immediate needs, maintenance issues, and status of the current inventory to identify any potential critical issues that the City should address immediately.
 - viii. Arboreal staff will conduct a deep dive into the highest priorities and services that City staff need address immediately, will conduct an analysis of the City's current processes and workflow, and will provide recommendations on how we can work together to best meet the City's needs immediately.
 - b. Arboreal staff will provide regular, effective, and highly responsive communication to ensure that all areas of the scope will be delivered.
- 3) Describe the Roles of key individuals on the team.
- a. In the previous 5 years, the staff has worked on a broad range of projects that encompass all the deliverables listed under the "Scope of Work" of the RFQ. The following is a list of projects like the scope of work that the City of Hanford is requesting proposals on:
 - i. **City of Walnut Creek.** Currently signed to On-call Master Service Agreement for Arboriculture services. Project responsibilities include, Review planning documents and construction plans for Conformance with City requirements, Review and approve or deny tree removal permits, Review project arborist reports for tree conditions, valuations, and protection requirements, and provide conditions of approval, as needed, consistent with the Tree Preservation Ordinance (WCMC Sect. 3-8.01 et seq), Represent City in litigation of tree-related cases, Staff training for tree pruning, planting and cultural requirements, Advise on tree removal, replacement, and disease identification, Develop long-range plans for tree replacement, Assist in prioritizing tree maintenance, Manage the City's Tree Inventory, Assist in risk management of trees, and Work with City staff to develop a Tree Master Plan.
 - ii. **City of San Leandro.** Subcontracted through PlanIt GEO as Urban Forest Management Plan contributors. Project responsibilities included Plan and Development Review, recommendations on long term impacts of existing trees and projected plantings to meet Climate Action Plan Canopy goals, and finally a complete evaluation of maintenance program, processes, and work-product to make recommendations on long-term efficiency and productivity improvements.
 - iii. **City of Monterey Park.** Completed Draft Urban Forest Master Plan as a sub-contractor of West Coast Arborist including a City-wide tree planting pallet recommendation, recommended

- changes and updates to the Cities Tree Protection Ordinance, improved the internal processes for plan review and tree mitigation tied to planning, development, and private trees; and made recommendations on public and private maintenance requirements for trees within the Urban Forest.
- iv. **Saint Mary's College.** Tree impact and development study. Survey 71 trees on the college grounds in relationship to various construction and redevelopment projects. Provided recommendations on preservation, removal, replacement, and new plantings tied to the projects impact on the surveyed trees. Preserved 29 trees based on industry standards and best practices for maintenance activities tied to impact. Recommended removal of 42 trees due to significant conflicts with construction projects. Provided a replanting plan to plant 75 new trees to offset canopy loss and the increased carbon footprint caused by construction activities and additional square footage of structures.
 - v. **Sacramento County.** Complete an investigation of a construction project and provide a survey of 17 trees that were damaged and/or removed without permits. Provided recommendations on preservation, removal, and replacement of damaged trees. Provided a replanting plan to mitigate the lost trees. Provided a risk assessment of damaged trees that were to be preserved to ensure preservation was within long-term tolerance of risk concerns. Provided a detailed recommendation of fines, penalties, and mitigations in accordance with Sacramento County ordinances consistent with enforcement of the County's tree protection ordinances.
 - vi. **Engstrom, Lipscomb & Lack.** Retained as an Expert Witness regarding the Standard of Care and Duty of Care for tree maintenance tied to a tree which failed and killed a person. Completed multiple site inspections of the areas where the tree was previously located, completed multiple post-accident inspection reports which included a thorough review of all maintenance records, provided multiple reports over a 24-month window during the discovery phase of the suit, was deposed by both sides of the suit multiple times, and testified in a jury trial on the findings.
 - vii. **Dordick Law Firm.** Retained as an Expert Witness regarding the Standard of Care and Duty of Care for tree maintenance on 6 different tree failure cases. All cases were either catastrophic injury or death. These cases required multiple site inspections of the areas where the tree was previously located, completed multiple post-accident inspection reports which included a thorough review of all maintenance records, provided multiple reports since 2018, participated in-depth in

the discovery phases of suits, participated in multiple depositions, mediations, and trials.

- viii. **Knapp and Knapp.** Retained as an Expert Witness in June 2025 for catastrophic injury case involving a tree failure at Davis Faire Shopping Mall. Duties include identifying if the tree planted was part of a public project, funding methods, relation to development plan review and conditions of approval, tree mitigation and maintenance requirements for the development, researching maintenance records of the property owners tree contracting, reviewing history of work and maintenance activities for evaluation of conformance to pruning standards.

4) Turnaround time for services:

- a. Arboreal staff recommends a turnaround time of 5 to 8 business days to complete a heritage tree permit review.
- b. Arboreal staff recommends a turnaround time of 3 to 5 business days to complete a tree protection plan or tree mitigation plan.
- c. Arboreal staff commits to providing a 24 to 48 response to tree emergencies.

The composition and involvement of our sub-consultants is limited to services that may be required that are not directly addressed in the scope of work. Examples of this would be direction to complete a city-wide tree inventory update within a specific time frame that would require more dedicated staff to the City's project than the City current expects as outlined in the RFQ. For these types of services, Arboreal may use sub-consultants where we have existing agreements in place. For example, American Tree Medics, James Romero, ISA Certified Arborist, Municipal Specialist, Utility Specialist, & TRAQ, 1748 Miles Court, Merced, CA 95348; may be sub-contracted for in-field inspections of trees and potential future inventory related data capture.

If the City were to require specialized TreePlotter Software customization, Arboreal Consulting would leverage its' existing relationship with PlanIT GEO, Inc., the company that created and maintains the TreePlotter software Platform. Arboreal Consulting has worked with PlanIT GEO to create customized reports, landing pages, public outreach, and specialized metrics for engagement purposes and to better utilize the TreePlotter data to communicate Urban Forestry needs, resources, and plans. Our primary contacts at PlanIT GEO are Director of Urban Planning Christopher Peiffer and Director of Field Operations TJ Wood. PlanIT GEO is headquartered at 4210 Wadsworth Blvd, Wheat Ridge, CO 80034.

Last, at the direction of the City and City Attorney Office, certain expert witness and legal defense cases may require 3D visualization to recreate tree failure incidents or conditions in order to properly defend the City from litigation. Arboreal Consulting may use its' existing relationship with JS Held Inc., Toby Terpstra, headquartered at 50 Jericho Quadrangle, Suite 117, Jericho, N.Y. 11753.

E) Scope of Work

- 1) Arboreal Consulting will provide the following services:
 - a. Advise the City of Hanford on tree-related matters.
 - b. Advise and make recommendations for the City of Hanford's Urban Forestry Master Plan.
 - c. Work with City staff to implement Best Management Practices and streamline the tree removal/protection processes.
 - d. Provide excellent customer service, remain flexible with job duties, be proactive, and take initiative with assigned projects.
 - e. When necessary, attend public meetings.
 - f. Supplemental task may be assigned as needed
 - g. Tree Planting:
 - i. Review the City's tree inventory (TreePlotter Software) to determine Urban Forest management and identify future planting sites.
 - ii. Recommend the appropriate tree species and size for all new trees.
 - h. Permit and Plan Review:
 - i. Review heritage tree permit requests. This includes an assessment of the tree, a written report, and recommendation to approve or deny the permit.
 - ii. Review tree protection plans when construction occur near heritage trees, including reviewing protection measures when construction must occur within the dripline of heritage trees, and recommend additional tree-protection measures if necessary.
 - iii. Review mitigation plans when projects violate the tree ordinance.
 - iv. Make recommendations for replacement trees when heritage trees are approved for removal.
 - i. Tree Assessments:
 - i. Assess trees for risk as needed and provide recommendations for mitigation.
 - j. Education:
 - i. Provide tree pruning training to City staff.
 - ii. Lead and instruct volunteers during tree planting events.
- 2) Project and Management Approach. How will the scope be delivered
- 3) Describe the Roles of key individuals on the team.
- 4) Turnaround time for services:
 - a. Arboreal staff recommends a turnaround time of 5 to 8 business days to complete a heritage tree permit review.
 - b. Arboreal staff recommends a turnaround time of 3 to 5 business days to complete a tree protection plan or tree mitigation plan.
 - c. Arboreal staff commits to providing a 24 to 48 response to tree emergencies.

F) Conflict of Interest Statement

Arboreal staff acknowledge the following conflict of interest statement and states that no current conflict of interest currently exists and agrees to all terms that would prevent Arboreal from entering into an agreement or project that would create a conflict of interest.

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Arborist Services under a contractual relationship with a construction contractor(s) on any City project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The City Surveyor shall not be allowed to plan check any products submitted to the City for review.

The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through work orders on the contract.

The Consultant shall ensure that there is no conflict before providing services to any contractor on any of the Department's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. The City will use this documentation to determine whether the firm may work on specific projects.

If a Consultant discovers a conflict during the execution of an assigned work order, the Consultant must immediately notify the City Contract Manager regarding the conflicts of interest. The City Contract Manager may terminate the Work Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify City Contract Manager may be grounds for termination of the contract.

Acknowledged and agreed.

G) Litigation

Neither the company, its owners, employees, nor sub-consultants have been involved in any litigation in any project.

H) Contract Agreement

Arboreal Consulting has no issues or needed changes to the proposed contract agreement included as Appendix "A", Attachment 2, "Sample On-Call Arborist Services Contract Agreement".

Arboreal affirms that the SOQ terms shall remain in effect for ninety (90) days following the date SOQ submittals are due.

Arboreal also confirms that all federal, state, and local conditions listed in the RFQ can be met including maintaining a local business license, maintaining adequate insurance requirements, and all other conditions.

I) Federal Aid Provisions

Arboreal Consulting acknowledges that some services may be state or federally funded, which necessitate compliance with additional requirements. Arboreal Consulting, and any included Sub-Consultants, acknowledge and have submitted the attached required Federal forms with the SOQ to be considered responsive.

J) Cost Proposal

The proposed fee structure and schedule shows hourly rates for each classification of employee that will be employed on the project including administrative staff and coordinators. Fees include all overhead costs as the City of Hanford will not pay for work not covered under a unit or hourly costs. This includes charges related to providing administration, coordination, equipment, report preparation and providing documents.

When a project is funded in whole or in part by Federal funds, and trades covered by prevailing wage requirements, the firm is also required to comply with the Davis-Bacon Federal wage rate standards and the State of California Prevailing Wage rates. The standard that results in greater wages and benefits shall prevail. Arboreal Consulting will be required to furnish electronic payroll records for project to the DIR Labor Commissioner when required by law.

Hourly Rates

Principal Arborist (Kit P. Jory Sr., Michael Hoesch)	\$385/Hour
Assistant Arborist (James Romero, Matthew Salyer, Sub-Consultants)	\$335/Hour
Photogrammetry/GIS Specialist	\$465/Hour
Expert Witness (Kit P. Jory Sr. - Legal Services/Trial/Depositions)	\$655/Hour
Analysis/Specialist - Projects/As Directed By City (Katlyn Burns, Maria Rodriguez, Sub-Consultants)	\$220/Hour
Office Clerk/Runner (Services Directed By City)	\$140/Hour

K) Escalation

Arboreal Consulting will honor the price sheet listed in this proposal for one year following the execution of the agreement. Any proposed rate increases for the second year of the contract and each of any of the potential three-year extensions,

will be submitted to City staff for approval in accordance with the terms of this solicitation and any terms set forth in the executed contract.



VII. APPENDIX A

Forms To Be Submitted With Proposal
&
Proposer Checklist

FEDERAL AND STATE REQUIREMENTS

This project is supported, in whole or in part, by federal funds awarded to City of Hanford by the U.S. Department of Agriculture, Forest Service Urban and Community Forestry Grant.

All federal procurement requirements provided in Uniform Guidance 2 CFR Part 200 shall be in effect. In addition, the following terms and conditions apply to you, the contractor (including consultants/vendors), as a contractor of the City of Hanford.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

1. ACCESS TO RECORDS (42 CFR 420.302)

- (A) The Contractor agrees to provide the City of Hanford, the U.S. Department of Treasury, the Comptroller General of the United States, HHS, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
- (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. AMERICANS WITH DISABILITIES ACT COMPLIANCE (42 U.S.C. 12101 et seq)

By submission of a bid, the BIDDER, certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract, Agreement, or Purchase Order. By commencing performance of the work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

3. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (EXECUTIVE ORDER 11246)

The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has ☒ has not ☐ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.
The BIDDER has ☒ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required

compliance reports signed by proposed sub-BIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to award of this contract, agreement, or purchase order.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

4. BONDING REQUIREMENTS (2 CFR 200.326)

The BIDDER acknowledges the requirement for construction or facility improvement contracts, agreements, or purchase orders or subcontracts exceeding the Simplified Acquisition Threshold. The City of Hanford accepts the bonding policy and requirements in compliance with Federal guidelines as set forth below:

(A) A **Bid Guarantee** from each bidder equivalent to 10% of the bid price. The Bid Guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the BIDDER will, upon acceptance of the BID, execute such contractual documents as may be required within the specified time.

(B) A **Performance Bond** on the part of the CONTRACTOR for 100% of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(C) A **Payment Bond** on the part of the CONTRACTOR for 100% of the contract price. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5. BUILD AMERICA, BUY AMERICA ACT (2 CFR 200.1 – IIJA; 49 U.S.C. 5323(J); 49 CFR 661)

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352, as amended)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7. CERTIFICATE OF NONSEGREGATED FACILITIES (FAR 52.222-23)

- (A) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities

provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- (B) By the submission of a bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract, agreement, or purchase order.
- (C) By submission of the bid, the Bidder further agrees that (except where it has obtained identical certification from proposed SUBCONTRACTORS for specific time periods) it will:
- i. Obtain identical certification from proposed SUBCONTRACTORS before the award of subcontracts under which the SUBBIDDER will be subject to the Equal Opportunity clause;
 - ii. Retain such certifications in its files; and
 - iii. Forward this certification and the following notice to the proposed SUBCONTRACTORS:
- NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES**
- A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the Equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).
- (D) By commencing performance of the contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

8. CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

The BIDDER hereby assures and certifies that it will comply with the federal requirements, regulations, policies, guidelines, and requirements with respect to the acceptance and use of Federal Funds for this federally assisted project.

9. CERIFICATION REGARDING LOBBYING (31 CFR Part 21)

The BIDDER certifies, to the best of their knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the BIDDER understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

10. CLEAN AIR ACT (42 U.S.C. 7401-7671) & FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387; 49 CFR 18.36) (applies to purchases of more than \$150,000)

- (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Hanford and understands and agrees that the City will report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

12. COPELAND “ANTI-KICKBACK” ACT (40 U.S.C. 3145)

CONTRACTOR must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti-Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

Applies to purchases for construction services in excess of \$2,000. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations. In accordance with the Davis-Bacon Act, the Contractor is required to pay wages to laborers and mechanics at a rate of not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the Contractor is required to pay wages not less than once per week. The City must provide Contractor with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The Contractor’s execution of the subject Agreement constitutes the Contractor’s acceptance of the wage determination. The City must report all suspected or reported violations to the Federal Awarding Agency.

14. DOMESTIC PREFERENCE STATEMENT (2 CFR 200.322)

As appropriate and to the extent consistent with the law, the BIDDER should, to the greatest extent practicable under a Federal award, provide a preference to the purchase, acquisition, or use of goods, products, or materials produce in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts, agreements, and purchase orders for work or products under this award.

15. DEBARMENT AND SUSPENSION (2 CFR 180; 49 CFR 29, 18.35)

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Hanford. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (E) (Executive Orders 12549 and 12689) — By execution of this Agreement, CONTRACTOR certifies to the CITY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

16. DRUG-FREE WORKPLACE CERTIFICATION (41 U.S.C. 8103)

The BIDDER certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The BIDDER will:

- (A) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- (B) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees of all the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. The person's or organization's policy of maintaining a drug-free workplace,
 - iii. Any available counselling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- (C) Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract, agreement, grant, or purchase order:
 - i. Will receive a copy of the company's drug-free workplace policy statement, and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the contract, agreement, grant, or purchase order.
- (D) At the elections of the BIDDER or CONTRACTOR, from and after the "Date Executed" and until 12/01/2028 (NOT TO EXCEED 36 MONTHS), the government agency will regard this certificate as valid for all contracts, agreements, grants, or purchase orders entered into between the BIDDER and this government agency without requiring the BIDDER to provide a new and individual certificate for each

contract, agreement, or purchase order. If the BIDDER elects to fill in the blank date, then the terms and conditions of this certificate were separately, specifically, and individually provided for each contract, agreement, or purchase order between the BIDDER and this government agency.

17. EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows:

- (A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.
- (D) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (H) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct

as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

- (I) The CITY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

18. SEAT BELT USE IN THE UNITED STATES (EXECUTIVE ORDER 13043 & 62 CFR 19217)

Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

19. IRAN CONTRACTING ACT CERTIFICATION (PUBLIC CONTRACT CODE SECTION 2200 et seq.)

As required by California Public Contract Code Section 2204, the BIDDER/CONTRACTOR certifies, subject to penalty for perjury, that the option checked below relating to the BIDDER/CONTRACTOR'S status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq) is true and correct:

- X (A) The BIDDER/CONTRACTOR is not:
- i. Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - ii. A financial institution that extends for 45 days or more, credit in the amount of \$20,000,000 or more

to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

- ____ (B) The City has exempted the BIDDER/CONTRACTOR from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the contract, agreement, or purchase order.
- X (C) The amount of the contract, agreement, or purchase order payable to the BIDDER/CONTRACTOR for the project does not exceed \$1,000,000 over the life of the contract, agreement, or purchase order (up to 5 years).

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract, agreement, or purchase order amount, termination of the contract, agreement, or purchase order amount, and/or eligibility to bid on contracts for three years.

20. MINORITY AND WOMEN BUSINESS ENTERPRISES (EXEC ORDERS 11625, 12138, and 12432)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists.
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority businesses.
- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in (A) - (E) above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

21. NON-COLLUSION AFFIDAVIT (CALIFORNIA PUBLIC CONTRACT CODE SECTION 7106)

The BIDDER certifies, under the PENALTY OF PERJURY under the laws of the State of California that the below statement is true and correct:

That the BID is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the BID is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER of any other BIDDER, or to fix any overhead profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, agreement, or purchase order; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly

or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham BID.

22. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

23. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

- (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) Contractor agrees to comply with all other applicable requirements of Section 6002 - Solid Waste Disposal Act.

24. PROHIBITION ON CERTAIN TELECOMMUNICATIONS & VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE) (FAR 52.204-25)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (A) Procure or obtain.
- (B) Extend or renew a contract to procure or obtain; or
- (C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

25. RECORDS RETENTION (2 CFR 200.334-337)

- (A) Contractor must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or CITY. The only exceptions to the three-year limit are the following:

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- ii. When the Contractor is notified in writing by the City or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- iv. When records are transferred to or maintained by the City or Federal awarding agency, the 3-year retention requirement is not applicable to the Contractor.

26. REDUCING TEXT MESSAGING WHILE DRIVING (EXECUTIVE ORDER 13513-13513 FR 51225)

Contractors are encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR 401)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

28. WORKERS' COMPENSATION INSURANCE CERTIFICATE (CALIF LABOR CODE SECT 3700)

The BIDDER acknowledges that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and will comply with such provisions before commencing the performance of the work under this contract, agreement, or purchase order.

29. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

Notice is hereby given that this is a Public Works Project and is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)). No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

In accordance with the provisions of Section 1770 to 1781 of the Labor Code, the City of Hanford has ascertained that the general prevailing rate of wages applicable to the work being done is as per State of California, County of Kings wage scale that are current and online with the State of California Division of Industrial Relations (DIR) at: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract. Each Contractor awarded a contract must have an agent of the firm to sign documents required by the California Labor Code and to receive proper state forms for the reporting of certified payroll. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under the Contract Documents shall be decided by the District's Labor Compliance Officer.

Nothing contained herein shall be deemed to supersede any applicable laws, orders or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders or regulations.

The Contractor shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations that are applicable to the Project.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the CALIFORNIA LABOR CODE at SECTION 1770, *et seq.*, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, a copy of which is available in the office of the City Engineer.

There shall be paid to each worker of the Contractor or any subcontractor, of any tier, engaged in the work not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, of any tier, and such worker. The Contractor and subcontractors will be required to pay all workers on a weekly basis and to submit the certified payrolls to the Labor Compliance Office weekly.

Contractors shall maintain payrolls and basic records (e.g., timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the work and shall preserve them for a period of three (3) years for workers of all trades at the District's project sites. Such records shall contain the name, address, and social security number of each worker, his or her classification, the rate of pay (including the rates of contributions for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

The prime Contractor shall be responsible for ensuring that the labor standards provisions are followed by its subcontractors and shall be responsible for the Labor Code violations of its subcontractors. The City, through its Labor Compliance Officer or its designee, shall conduct periodic inspections/audits to determine whether the workers of all trades on project sites have been paid according to the prevailing wage rates.

The City, through its Labor Compliance Officer and its consultants, has the duty to enforce the Labor Code public works requirements (Chapter 1 of Part 7 of Divisions 2 and 3 of the CALIFORNIA LABOR CODE). It is the policy of the District to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, Contractors and subcontractors that are found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.

Within thirty days of approval, the City shall register the project with the Department of Industrial Relations of a Public Works Contract being awarded to the Contractor using the online electronic form PWC-100. The Contractor and all sub-contractors on the project shall provide their DIR registration numbers for verification of coverage and notification of the project. Contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

ACKNOWLEDGMENT

The official named below acknowledges that they are duly authorized legally to bind the Bidder/Contractor to the certifications previously listed. They acknowledge that they are fully aware that this certification, executed on the date below, is made under penalty of perjury under State of California and Federal laws.

Arboreal Consulting

BIDDER/CONTRACTOR FIRM NAME

BIDDER/CONTRACTOR FIRM MAILING ADDRESS:

1839 Ygnacio Valley Road , Suite B

Walnut Creek, CA 94598

73-1727042

FEDERAL ID NUMBER:

Principal (Kit P. Jory Sr.) Direct Cell 209-896-6731, Office 510-200-5070 ArborealConsulting@icloud.com

TELEPHONE NUMBER & EMAIL ADDRESS

BY:



Kit P Jory Sr., Co-owner, Principal/Lead Consultant

PRINTED NAME & TITLE

10/8/2025

DATE EXECUTED

PROPOSERS CHECKLIST

SUBMIT THIS PROPOSER'S CHECKLIST WITH YOUR PROPOSAL DOCUMENTS.

Proposers shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

- ☒ Fee Schedule
- ☒ All issued Addenda
- ☒ Ownership Disclosure Form
- ☒ California Levine Act Statement
- ☒ Non-Collusion Affidavit (included in Federal/State requirements clauses)
- ☒ Workers' Compensation Insurance Certificate (included in Federal/State requirements clauses)
- ☒ Equal Employment Opportunity Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Americans with Disabilities Act Compliance Certificate (included in Federal/State requirements clauses)
- ☒ Drug Free Workplace Certificate (included in Federal/State requirements clauses)
- ☒ Iran Contracting Act Certificate (included in Federal/State requirements clauses)
- ☒ Federal and State Requirements Acknowledgement

SUBMITTED BY:

Name of Company Arboreal Consulting
Contact Name Kit P. Jory Sr.
Address 1839 Ygnacio Valley Road , Suite B
City Walnut Creek State CA Zip 94598
Phone No. 209-896-6731 Fax No. _____
Consultant's D.I.R. Number N/A

CITY OF HANFORD, CA
OWNERSHIP DISCLOSURE FOR CONTRACTORS AND CONSULTANTS
(Submit with Proposal)

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: Arboreal Consulting

Firm Address: 1839 Ygnacio Valley Road , Suite B Walnut Creek, CA 94598

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Dana R. Jory 51% WBE

Kit P. Jory Sr 49%

Submitted by:

Name Kit P Jory Sr



Date 10/9/2025

CALIFORNIA LEVINE ACT STATEMENT

(Submit With Proposal)

California Government Code Section 84308, also known as the “Levine Act,” can prohibit members of the Hanford City Council from participating in any action related to a “license, permit, or entitlement for use” if he or she receives any political contributions, which total more than \$250 during the twelve (12) months prior to and for twelve (12) months following the date of a final decision on such “license, permit, or entitlement for use,” from the person or company submitting a proposal or application to the City or any person who is not directly a party to the proposal or application but who actively supports or opposes a particular decision involving a “license, permit, or other entitlement” and who has a financial interest in the decision (“Participant”).

Government Code Section 84308 defines “license, permit, or entitlement for use” as “all business, professional and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.”

The following website contains a list of current Hanford City Council Members, <https://cityofhanfordca.com/1269/City-Council>. You are responsible for reviewing the names of Hanford City Council Members prior to making the following disclosure:

1. Have you, your company, any agent on behalf of you or your company, or, to the best of your actual knowledge, a Participant made any political contributions of more than \$250 to a Hanford City Council Member or a candidate running for Hanford City Council during the twelve (12) months preceding the date of the submission of your proposal or application or the anticipated date of any City Council action related to this proposal or application?

YES: _____ NO: ☒ _____

If YES, please identify the City Council Member(s) and/or candidates for Hanford City Council and date(s) of contribution in the space below:

Council Member(s) or Candidate(s) Name

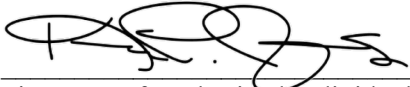
Date of Contribution(s):

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Answering YES to the question above does not preclude the City of Hanford from approving a “license, permit, or entitlement for use” for you or your firm or from taking any subsequent action. It does, however, preclude the identified Hanford City Council Member(s) from participating in any actions related to the approval process.

No party, or agent to a party, to a pending proceeding involving a “license, permit, or other entitlement for use” or Participant, or agent to a Participant, shall make a contribution of more than \$250 to any City Council Member(s) or City Council candidate during the proceeding and for twelve (12) months following the date of a final decision is rendered by the City in the proceeding.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the final decision on a “license, permit, or other entitlement for use.” If the above information regarding contributions changes during such twelve (12) month period, then the undersigned is required to update this disclosure form.



Signature of Authorized Individual

10/9/2025

Date

Kit P. Jory Sr.

Printed or Typed Name of Authorized Individual

Arboreal Consulting

Print or Type Name of Company

SAMPLE AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Hanford, a municipal corporation ("City"), and _____ ("Consultant").

RECITALS

- A. Consultant represents to City that they are specially trained, experienced, licensed, and competent to perform the services which will be required by this Agreement; and
- B. Consultant represents to City that it possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render _____ services as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1) **Retention of Consultant.** Subject to the terms and conditions set forth herein, City retains Consultant to perform the services identified in this Agreement, as an independent contractor and Consultant hereby accepts this independent contractor appointment.
- 2) **Scope of Services and City Responsibilities.**
 - a) Consultant shall perform the services ("Services") and City shall have the responsibilities described on the attached Exhibit "A," which is incorporated herein by reference. To the maximum extent possible, the terms of the body of this Agreement and Exhibit "A" shall be interpreted so they are consistent; however, if there is a direct and irreconcilable conflict between the text of this Agreement and Exhibit "A," the former shall control.
 - b) Consultant shall correct any and all errors and/or omissions, which arise out of Consultant's negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Consultant shall make such corrections upon City's request and at no cost or expense to City.
- 3) **Time of Performance.** Services shall be completed by the dates identified in the attached Exhibit "A."
- 4) **Compensation.** Compensation to be paid to Consultant shall be in accordance with the attached Exhibit "A." Payment by City under this Agreement shall not be deemed a waiver of errors, even if such errors were known to City at the time of payment.

- 5) **Method of Payment.** Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultants' bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than sixty (60) calendar days after the date of submittal of an invoice for completed tasks and approval of the invoice by City staff.
- 6) **Extra Work.** At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Services, but which is not included in Exhibit "A." Extra work will be performed on terms agreed upon by the parties. Consultant shall not perform, nor be compensated for Extra Work without written authorization from the City.
- 7) **Termination.** This Agreement may be terminated by City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Consultant. Upon termination, Consultant shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Consultant in order to reimburse City for any losses, damages or expenses caused by Consultant's default under this Agreement.
- 8) **Ownership of Documents.** All plans, studies, documents and other writings and electronic disks containing drawings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Consultant will be at the City's sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of, or changes to the Project Documents not performed by the Consultant.

- 9) **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to use, modify, reuse or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data, electronic or otherwise, recorded on computer diskettes which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted non-exclusive and perpetual license for any Documents & Data the subcontractor prepared under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. The City shall not

be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purpose intended by this Agreement shall be at the City's sole risk. City shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from any unauthorized reuse of or changes to the Project Documents not performed by the Consultant.

- 10) **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name, insignia, photographs, or the project for which Consultant's Services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City. Notwithstanding the foregoing, City acknowledges that the Consultant may want/need to include projects performed under this Agreement on proposals for similar work in the future. City hereby grants permission to list any projects performed under this agreement for marketing purposes; provided however, Consultant will not make any representations regarding City's satisfaction with Consultant's work product unless Consultant receives a written statement or evaluation from City.
- 11) **Equal Opportunity Employment**. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Consultant by City.
- 12) **Insurance Requirements**.
 - a) Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.
 - i) **Workers Compensation Coverage**. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

- ii) Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).
- iii) Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.
- iv) Professional Liability Coverage. Consultant will maintain Professional Liability Insurance coverage in an amount not less than TWO Million Dollars (\$2,000,000) per occurrence or claim and a general aggregate limit of no less than Two Million (\$2,000,000).

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Consultant's insurance policies shall be "occurrence" policies and not "claims made."

Consultant may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Consultant shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

- b) Any deductibles or self-insured retentions must be declared to and approved by City. The city may require Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require Consultant to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.
- c) The policies are to contain, or be endorsed to contain, the following provisions:
 - i) City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain

no special limitations on the scope of protection afforded to the City and its officers, officials, employees or volunteers.

- ii) For any claims related to this contract, Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.
- iii) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

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

Consultant shall furnish City 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 City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The city reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- d) Consultant hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Consultant may acquire against City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

13) **Indemnification.** To the fullest extent allowable by law, Consultant agrees to indemnify, defend and hold harmless City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Consultant's or its owners, directors, officers, managers, employees, agents and subcontractor's willful misconduct or negligent acts or omissions in the performance of the services and Consultants responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful misconduct. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

14) **Independent Contractor Status.** It is understood and agreed that the Consultant, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no retirement benefits or other benefits which accrue to City's employees and Consultant hereby expressly waives any claim it may have to any such rights. Nothing in

this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Consultant.

15) Consultant's Books and Records.

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement.
- b) The consultant shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents should be provided to the City for inspection at City offices.
- d) Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request, require that custody of the records be given to City and that the records and documents be maintained in City offices. Access to such records and documents shall be granted to any party authorized by the Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16) Interest of Consultant. Consultant and its owners, members, or shareholders, as applicable, covenant and represent that they do not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's Services hereunder. Consultant further covenants and represents that in the performance of the Services hereunder, to the best of its knowledge no person having any such interest shall perform any Services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a) will conduct research and arrive at conclusions with respect to rendition of information, advice, recommendation, or counsel independent of the control and direction of City or of any City official, other than normal agreement monitoring; and
- b) possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. FPPC Reg. Sec. 18700, et seq.

- 17) **Professional Ability of Consultant.** City has relied upon Consultant's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be _____ who shall not be replaced without the written consent of City. All work performed by Consultant under this Agreement shall be in accordance with the applicable professional standard care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Consultant's field of expertise working in Kings County.
- 18) **Compliance with Laws.** The consultant shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the agreement is executed. In addition, if the request for proposal to provide services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Consultant shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.
- 19) **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Consultant to lawfully and competently perform the Services. Consultant shall maintain a City of Hanford business license.
- 20) **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience, and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of City, which will not be unreasonably withheld. Consultant shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of City, which will not be unreasonably withheld. If the City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and subcontractor; (ii) create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Consultant of any of its obligations and responsibilities under this Agreement.
- 21) **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

- 22) **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.
- 23) **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- 24) **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.
- 25) **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California.
- 26) **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 27) **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE (“JAMS”) or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
- 28) **Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further Consultant warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or result from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 29) **Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding economic sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. Government in response to Russia’s actions in Ukraine, as well as any

sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from, entering any new contracts with individuals or entities that are determined to be a target of economic sanctions. Accordingly, should the State determine Contractor is a target of economic sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

- 30) **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 31) **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY OF HANFORD

Chris Tavaréz
City of Hanford
319 N. Douty
Hanford, CA 93230

CONSULTANT

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY

CITY OF HANFORD,
a Municipal Corporation

By: _____
CHRIS TAVAREZ
Interim City Manager

CONSULTANT

[company name]

By: _____ [name]
_____ [title]

EXHIBIT “A”

Scope, Timeframe, and Compensation for Services

Click or tap here to enter text.

AGREEMENT/CONTRACT ROUTING FORM

DATE: _____

DEPARTMENT DOCUSIGN ADMINISTRATOR
VERIFIES SUBMITAL IS COMPLETE:
DocuSigned by:

Michelle Parella

3887C9C4D8834EE...

COMPLETE ALL FIELDS OR THE DOCUSIGN COULD BE REJECTED

(1) Check the box(es) below indicating the required signature/s.

☐ Council Approval Date, if applicable: June 17, 2025

- ☐ Mayor Signature
☒ City Manager Signature
☒ Department Director Signature

(2) **ATTACH** insurance documents, agenda report, if applicable, and/or master agreement, if submitting a task order or amendment.

Note: City Clerk is the office of record for all agreements and contracts.

Project Managers will receive a copy from DocuSign when complete.

(3) **To be completed by initiating department: (PLEASE COMPLETE THOROUGHLY)**

Contractor/Vendor: Arboreal Consulting Business License No: 16533995

Project Title: Master Consulting Services Agreement_Prof Arborist Services

Contract Amount: \$ 200,000.00 Requisition/PO No. 12600603

Submitted by / Return to: Michelle Parella ^{DS} _{MP} Ext: 3597

Special Instructions/ Additional Information: Agenda Report 2g dtd 6/17/2025

Legal:

- ☒ This is a form agreement prepared by City Attorney's Office.
☐ No changes were made; or
☐ Changes are described or highlighted on attached page(s).
☐ This is not a form agreement prepared by City Attorney's Office.
 Previously prepared or reviewed by: _____

(4) **Routing Instructions** (in this order please). Please check applicable boxes, sign & date when approved. Route to Finance for processing (DocuSign or hardcopy).

- ☐ **ASD (Admin): Entered into Contract Tracking Log:** ^{DocuSigned by:} Sherri Morrissey _{311A1238F9EF459...} DATE: 8/7/2025
☐ Document is within CM signature authority of \$50,000 to \$124,999 and back up materials are attached i.e. requisition, po, rfp, bid, etc. (eff. 11-7-23 per Procurement Policy #208)
☐ All signature fields are assigned properly.
☐ Insurance documents prepped for Risk Management Review (Risk Management has sample documentation, if needed)

☐ **City Attorney:** ^{Signed by:} Schuyler Schwartz _{59F26B5A4E7F4C4...} DATE: 8/8/2025

☐ **Risk Management:** ^{DocuSigned by:} RM _{1B963EC1E3BA4CC...} DATE: _____

☐ **ASD (Procurement/Budget):** ^{DocuSigned by:} Ryndie Arevalo _{1B963EC1E3BA4CC...} DATE: 8/8/2025

Updated July 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MONUMENTAL INSURANCE SERVICES LLC 1070 CONCORD AVE STE 280 CONCORD CA 94520		CONTACT NAME: Omar Morquecho PHONE (A/C, No, Ext): 925-349-5203 E-MAIL ADDRESS: omar@monumentalins.com FAX (A/C, No): 925-826-5423															
INSURED KIT JORY DBA: ARBOREAL CONSULTING 2948 Scenic Dr Modesto CA 95355		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: HARTFORD UNDERWRITERS INS CO</td> <td>30104</td> </tr> <tr> <td>INSURER B: UNITED FINANCIAL CASUALTY CO</td> <td>11770</td> </tr> <tr> <td>INSURER C: HARTFORD CAS INS CO</td> <td>29424</td> </tr> <tr> <td>INSURER D: Kinsale Insurance</td> <td>38920</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: HARTFORD UNDERWRITERS INS CO	30104	INSURER B: UNITED FINANCIAL CASUALTY CO	11770	INSURER C: HARTFORD CAS INS CO	29424	INSURER D: Kinsale Insurance	38920	INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	57SBMBT0CVU	07/02/2025	07/02/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Hired Auto And Non-Ow \$ 2,000,000/4,000,00
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ Hired Auto Ar ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y	Y	860239296	07/16/2025	07/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECBT0DET	07/01/2025	07/01/2026	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omission)			OM21794409	07/02/2025	07/02/2026	Limit: \$Limit: \$1,000,000 Deductible \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Walnut Creek is listed as additional insured per written contract with waiver of subrogation under the policies listed. Coverage is Primary and non contributory.

CERTIFICATE HOLDER

CANCELLATION

City Of Walnut Creek 511 Lawrence Way Walnut Creek CA 94596	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:

- (a) Agrees in writing to:

- (i) Cooperate with us in the investigation, settlement or defense of the "suit";
- (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (iii) Notify any other insurer whose coverage is available to the indemnitee; and
- (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (b) Provides us with written authorization to:

- (i) Obtain records and other information related to the "suit"; and
- (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
 - (i) Copyright;
 - (ii) Slogan; or
 - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



Policy number: 860239296
Underwritten by:
United Financial Casualty Co.
Insured:
KIT JORY DBA Name: ARBOREAL CONSULTING
July 16, 2025

Policy Period: 07/16/2025 - 07/16/2026

Mailing Address
United Financial Casualty Co.
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

Name of Person or Organization

City of Walnut Creek
511 Lawrence Way
Walnut Creek , CA 94596

The person or organization named above is an **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to said **insured** only as a person liable for the conduct of another **insured** and then only to the extent of that liability. **We** also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	\$1,000,000 each person/	\$1,000,000 each accident
Property Damage		\$1,000,000 each accident
Combined Liability		\$1,000,000 each accident

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 860239296

Issued to (Name of Insured): KIT JORY DBA Name: ARBOREAL CONSULTING

Effective date of endorsement: 07/16/2026 Policy expiration date: 07/16/2026



WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial Auto Policy

Motor Truck Cargo Legal Liability Coverage Endorsement

Commercial General Liability Coverage Endorsement

We agree to waive any and all subrogation claims against the person or organization designated below.

City of Walnut Creek
511 Lawrence Way
Walnut Creek , CA 94596

This endorsement applies to Policy Number: 860239296

Issued to: KIT JORY DBA Name: ARBOREAL CONSULTING

Endorsement Effective: 07/16/2025

Expiration: 07/16/2026

All other terms, limits and provisions of this policy remain unchanged.

Form 8610 (11/16)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC BT0DET

Endorsement Number:

Effective Date: 07/01/25

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Kit Jory

2948 SCENIC DR
MODESTO CA 95355

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____
Authorized Representative



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval to award the tree procurement and delivery bid to Fonseca Nursery (Hanford, CA) to provide the 600 trees to be planted in conjunction with the City's Urban and Community Forestry grant in the amount of \$76,175.95.

RECOMMENDATION:

Recommendation: Council awards the bid to Fonseca Nursery in the amount of \$76,175.95 to supply six hundred 15-gallon trees to be planted within the next two years.

Recommended Motion: I move to award the bid to Fonseca Nursery in the amount of \$76,175.95 to supply six hundred 15-gallon trees to be planted within the next two years.

BACKGROUND:

In October 2024, the City was awarded a \$1 million for the United States Department of Agriculture (USDA) Forest Service Urban and Community Forestry Inflation Reduction Act grant. The purpose of this grant is to establish the City's first comprehensive urban forestry program. The key deliverables are:

- Plant 600 new trees within public spaces
- Develop and adopt an Urban Forest Master Plan (UFMP)
- Conduct a comprehensive tree inventory and canopy assessment of public trees within the City of Hanford

The grant budget is summarized below.

	Year 1 (7/1/24-6/30/25)	Year 2 (7/1/25-6/30/26)	Year 3 (7/1/26-6/30/27)	Year 4 (7/1/27-11/30/27)
Category	Federal	Federal	Federal	Federal
A. Personnel	\$21,394	\$21,822	\$22,258	\$0
B. Fringe	\$8,558	\$8,729	\$8,903	\$0
C. Travel	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$44,207	\$50,491	\$0
F. Contractual	\$392,789	\$178,887	\$107,416	\$0
H. Other Direct Costs	\$9,600	\$19,200	\$19,200	\$0
Total Direct Charges	\$432,340	\$272,845	\$208,269	\$0
Total Indirect Charges	\$42,274	\$25,364	\$18,907	\$0
Total Project Costs	\$474,614	\$298,209	\$227,176	\$0

On September 18, 2025, the City released the Request to Bid (RFB 2026-08) for tree procurement and delivery of six hundred 15-gallon trees from a specified tree list. The RFB closed on October 16, 2025. As a result of the RFB process, the City received two bids from Fonseca's Nursery and West Coast Arborists. Based on the bid amount, the City intends to award the project to Fonseca's Nursery for \$76,175.95 (see attached Intent to Award Project).

The City will contract with the Sequoia Community Corps to plant 300 trees in 2025 and an additional 300 trees in 2026. The first 88 trees will be planted at the Hanford Softball Complex. Due to disease and bark beetle infestation, the 88 trees around the perimeter of the complex were dead and removed by a contracted tree service in the Spring 2025.. The new trees will replace the removed trees to provide shade for spectators.

FISCAL IMPACT:

This award is fully funded through the City's USFS Urban and Community Forest Grant.

ATTACHMENTS:

1. Notice of Intent to Award



October 27, 2025

RE: Notice of Intent to Award RFB 2026-08
Tree Procurement and Delivery for Hanford UFMP Implementation

NOTICE OF INTENT TO AWARD PROJECT

The City of Hanford has completed the review process for RFB 2026-08, Tree Procurement and Delivery for Hanford UFMP Implementation. As a result of the RFB process, the City received two (2) bids and intends to award the project to Fonseca's Nursery.

Please note that services cannot commence until approval from City Council has been obtained and a final contract has been signed. The tentative City Council meeting is Tuesday, November 4, 2025. This letter serves as Notice of Intent to Award this project.

The City of Hanford wishes to express its appreciation for your time, effort, and interest in this solicitation. If you have any questions, please contact the Purchasing Division at purchasing@hanfordca.gov.

Sincerely,

Purchasing Division



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of an appropriation of \$449,237.50 from fleet reserve fund 0448 and sole source procurement, using Sourcewell Contract #110223 for one (1) side load refuse truck from Haaker Refuse of Hayward, CA in the amount of \$449,237.50 and declare refuse truck #341 surplus and authorize the sale of truck #341.

RECOMMENDATION:

Recommendation:

That the City Council authorize the appropriations of \$449,237.50 from fleet reserve fund 0448 and authorize the procurement of one (1) side load refuse truck from Haaker Refuse of Hayward CA in the amount of \$449,237.50 and declare refuse truck #341 surplus and authorize the sale of truck #341.

Recommended Motion:

1. That the City Council, by motion, authorize the appropriation of \$449,237.50 from fleet reserve fund 0448.
2. That the City Council, by motion, authorize the sole source procurement of one (1) side load refuse truck from Haaker Refuse of Hayward CA in the amount of \$449,237.50.
3. Declare truck #341 surplus and authorize the sale.

BACKGROUND:

Refuse truck #341 was purchased in 2018 and currently has a lifetime repair cost of \$235,122. Recently, truck #341 developed a total engine failure and requires a complete new engine and installation. Staff sought quotes and received a quote of \$81,782.16 for the purchase and installation of a rebuilt engine. Installing a new engine in truck #341 would bring a lifecycle cost of \$316,904.16.

Staff sought quotes for a replacement truck and delivery timeframe. MME of Fresno, CA was lower in cost however returned a lead time of eight (8) to ten (10) months; such a delay would add additional overtime and increased workload on staff. Haaker Refuse returned a quote of \$449,237.50 with a delivery timeframe of December, eliminating the need for additional workload and overtime.

A sole source purchase authorization is recommended to ensure timely procurement and delivery. This action is necessary to secure the required chassis within the current production window and avoid extended lead times. Procuring through the recommended vendor ensures vehicle availability within a critical timeline and aligns with the City's current needs.

FISCAL IMPACT:

Fleet Reserve Account 0448 for refuse vehicles can fully support this purchase.

ATTACHMENTS:

1. Sourcewell Contract
2. Haaker Refuse Quote
3. Haaker Sole Source Letter

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

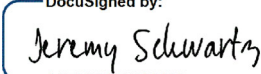
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

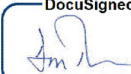
22. CANCELLATION

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

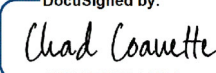
Sourcwell

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

DocuSigned by:

FDDEA3B770F6476...
By: _____
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.

Does your company conduct business under any other name? If yes, please state: New Way Trucks

Address: 101 State Street
Scranton , IA 51462

Contact: Jesse Geeslin

Email: jgeeslin@newwayfleetforce.com

Phone: 715-321-6048

HST#: 42-0993825

Submission Details

Created On: Thursday September 14, 2023 12:13:18

Submitted On: Tuesday October 31, 2023 16:09:36

Submitted By: Sam Norland

Email: snorland@mcfamco.com

Transaction #: 581454c8-715f-4d1a-8a90-cec08b6d690f

Submitter's IP Address: 198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996	*
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462	*
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result. A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation. New Way Trucks is one of the fastest-growing companies in the \$100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (Nwra) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence. New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe. Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton. Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients. New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.
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11	What are your company's expectations in the event of an award?	Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies. Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products. New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a \$3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion. In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia. New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations. The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network. New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise. The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions. New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards. New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period. Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) New Way Trucks Parts 2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network 3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet. 4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network. 5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.	*
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.	
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.	

Table 3B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
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23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime. Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind. We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.	*

26	Maintenance services	☒ Yes ☐ No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*
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Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor. B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies. Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency's location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over \$2,500.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include. The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement. This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list. New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings. New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent. The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi. a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, "demonstrating extraordinary service to the mission and goals of the organization." c. 2020: Prentiss County (Mississippi) Development Association's Industry of the Year for, "contributions made to the economy of Prentiss County in the areas of employment, investment, and community support." d. 2020: Prentiss County's Best New Business, as voted on by Booneville Banner Independent readers e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, "service to the technical division, support of SWANA's mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry." f. 2020: Don Ross elected to serve on the NWRA Board of Trustees g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors h. 2021-2022: Recognized as one of the Prentiss County Community's 2021 Business Newsmakers in consecutive years i. 2022: Voted Prentiss County's Best Place to Work by Booneville Banner Independent readers j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, "consistent support of the association." k. 2022: Don Ross elected Chairman of NWRA Board of Trustees l. 2023: Surpassed \$750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.	*
44	What percentage of your sales are to the governmental sector in the past three years	Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.	*
45	What percentage of your sales are to the education sector in the past three years	New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison. New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	\$6,707,874.07	*
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	\$5,328,418.67	*
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	\$4,483,038.69	*
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	\$4,356,101.35	*
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	\$3,414,034.12	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Statesboro, Georgia	Ronnie Lane	912.764.0681	*
City of Lakeland, Florida	Gene Ginn	863.834.8773	*
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703	*
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790	
City of Dallas, Texas	Vincent Olsen	214.671.9064	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
50	Sales force.	New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America. Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.
51	Dealer network or other distribution methods.	New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada. Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles through Sourcewell.
52	Service force.	Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed. New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner. The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New Way's Sourcewell order procedure includes six simple steps. 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network. In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country. Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over \$2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River. As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.	*

58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth! Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences. New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period. Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell. Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews. New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers. Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike. New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.	*

62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today. New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers. Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshow. Sourcewell will remain a key fixture in New Way's sales process.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands-on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle. Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.	*

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback. An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers. New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.
66	Describe how the equipment you propose simplifies the operation for end-users.	Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind. New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires. According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle. New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models. The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs. New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation. New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags. As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency. Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe. As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency. With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.
68	Describe any technological advances that your proposed products or services offer.	New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings. A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets. The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates. New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.

69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The industry's shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project. New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation. Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented. New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system. Ordering a BEV or CNG refuse truck from New Way assures you'll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations. As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women's Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attentional to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready. Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this. Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sidelading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.	*
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Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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73	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).	*

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
78	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - NWT Sourcwell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- [Financial Strength and Stability](#) - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- [Marketing Plan/Samples](#) - NWT Sourcwell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- [Standard Transaction Document Samples](#) - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- [Upload Additional Document](#) - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, New Way Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

AMENDMENT #1
TO
CONTRACT # 110223-NWY

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Scranton Manufacturing Company/New Way Trucks** (Supplier).

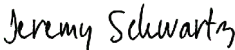
Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective January 19, 2024, through December 28, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz, Chief Procurement Officer
Date: 5/16/2025 | 1:04 PM CDT

**Scranton Manufacturing Company/
New Way Trucks**

DocuSigned by:

FDDEA3B770F6476...
By: _____
Don Ross, Chief Sales Officer
Date: 5/16/2025 | 11:07 AM PDT



3624 Munster Ave. Unit A, Hayward, CA 94545
(510) 514-0043 ~ haakerrefuse.com

QUOTE
OCTOBER 16, 2025

TO: CITY OF HANFORD
900 SOUTH 10TH AVENUE
HANFORD, CA 93230

ATTN: GLEN WEAVER
(559) 920-1139
gweaver@hanfordca.gov

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the [Sourcewell Cooperative Purchasing Agreement – Contract #110223-MCN](#).

ONE (1) NEW McNEILUS ZERO RADIUS (114318)

Zero Radius Side Loader With a 12' Arm Mounted on a Peterbilt 520 Chassis.

OPTIONAL EQUIPMENT INCLUDE:

- CHASSIS
- PACKER TYPE ZR MODEL 48 SAUER HYDRAULICS
- GVW CATEGORY 33,001 LBS OR GREATER
- DESTINATION STATE/COUNTRY CALIFORNIA
- TEMPLATE SOUTHWEST
- CHASSIS TYPE CUSTOMER CHASSIS
- CHASSIS MAKE PETERBILT
- CHASSIS MODEL 520
- STEERING CONFIGURATION CURB SIDE SEATED STEERING
- FUEL TYPE DIESEL
- FUEL SYSTEM DIESEL SS TANK
- PRIMARY CNG CAPACITY DIESEL
- CHASSIS MODEL YEAR 2025
- CNG TRANSIT FILL NO
- ENGINE PACCAR PX9-AFTER 1/1/2017 EMIS
- ENGINE HORSEPOWER HORSEPOWER GREATER THAN 300
- TRANSMISSION GUARD TRUE
- BATTERY BOX LOCATION STREET SIDE FRAME MOUNTED
- TRANSMISSION ALLISON 3000 RDS
- EXHAUST LOCATION LEFT HAND VERTICAL EXHAUST
- CAB MIRRORS AERO STYLE
- FRONT SUSPENSION SPRING SHACKLE WIDE
- PUMP DRIVE SS CV DS REM MT CONST MESH PTO
- REAR SUSPENSION HENDRICKSON HAULMAXX SPRING
- REAR TIRE ARRANGEMENT DUAL TIRE TANDEM AXLE
- BODY
- CAPACITY ZR 28YD MED FLR LRG TG LO PRO
- BODY FLOOR THICKNESS 3/16" AR200 (HEAVY DUTY)
- HOPPER OPTIONS HOPPER COVER PANEL (ZR ONLY)
- TG BUMPER WIDTH 72 INCHES
- TAILGATE SIDE PANEL 10 GAUGE AR200
- TG SEAL HARD RUBBER SEAL
- FRONT LIGHT BAR STANDARD 14 GA
- MODEL/CAPACITY MODEL 2848: ZR ZERO RADIUS ASL 28 YARD
- BODY OPTIONS
- TAILGATE TYPE NON- TG-MNT-CNG TAILGATE
- CS OUTSIDE CONTROLS UNDERSEAT
- CAB CONTROL SWITCHES IN DASH
- HOPPER LIGHT CAMERA GUARD TRUE
- PACKER FOLLOWER STANDARD 10GA 50KSI PANEL
- HOPPER FLOOR 1/4" AR400
- HOPPER FLOOR LINER 3/16" AR400
- PACKER FOLLOWER HINGE COVER TRUE
- X-WEAR IS STANDARD TRUE
- CLEANOUT DOOR SPILL TRAY CURB SIDE AND STREET SIDE
- HOPPER WIND DEFLECTOR TRUE
- TAILGATE PROP OPENING STANDARD OPENING
- BODY SAFETY STAND (AR ONLY) NONE (ZR)
- HYDRAULIC LINE COVER CS AND SS UNDER BODY REAR
- ARM VALVE COVER NOT APPLICABLE-ZR
- JOYSTICK STYLE ROLLER STYLE, TRADITIONAL
- TELEMATICS TRUE
- HOPPER WIND DEFLECTOR HEIGHT STANDARD HEIGHT
- HYDRAULICS
- HYDRAULIC RESERVOIR STREET SIDE STANDARD, FRAME
- HYDRAULIC PUMP PISTON PUMP
- HYDRAULIC RETURN FILTER SCHROEDER IN RESERVOIR
- HYDRAULIC PRESSURE FILTER HYDAC CF 60
- PACKER/EJECTOR CYLINDER MAILHOT
- FILL THROUGH FILTER #6 MALE QD EATON 3K21
- HYD HOSE WRAP CORDURA WRAP REQUIRED HOSES
- LOW HYD OIL LEVEL WARNING WARNING LIGHT
- SERVICE LIFT SERVICE LIFT-ZR ONLY
- RES SUCTION SHUTOFF VALVE RED HANDLE BALL VALVE
- HYDRAULIC RES BREATHER FILLER/BREATHER ON RESERVOIR
- HYD RES FILLER CAP STANDARD FILLER CAP
- HYD FLUID SAMPLE PORT CHECK FLUID KP14NV 90DEG
- TELL TALE HYD TEMP GAUGE BUILT INTO DISPLAY
- HYDRAULIC FLUID ISO46-US OIL
- TEMP SENSOR IN RESERVOIR TRUE
- LIGHTING
- DOT LIGHT MANUFACTURER ECONOMY LED
- SMART LIGHTS 4" PROGRAM AMB STROBES IN TG
- CENTER STOP LIGHT ECONOMY LED LIGHT CENTER OF TG
- MID BODY WORK LIGHTS FDR MT RD ECON 5" LED

- * MID-BODY DOT OVAL LIGHT OVAL AMBER TURN SIGNAL/MARKER
- * HOPPER LIGHTS ONE ECONOMY 5" LED
- * ARM WORK LIGHTS ONE ECONOMY 5" LED
- * TAILGATE OUTER CORNER LIGHTS NONE
- * TG SMART LIGHT ACTIVATION SWITCH IN CAB
- * IFM DISPLAY LOCATION DOGHOUSE CAMERA
- * CAMERA/MONITOR MAKE 3RD EYE 4PORT 7" MON,COLOR
- * MONITOR MOUNT CENTER RAM MT BETWEEN SEATS
- * MONITOR DISPLAY IN REV TG CAMERA
- * CAB CAMERA SS FENDER MT CAMERA
- * HOPPER CAMERA SS REAR HOPPER CAMERA
- * ARM CAMERA DOWN LOOKING (BODY WALL MOUNT)
- * TAILGATE CAMERA ASSIST LIGHTS DUAL ECONOMY 5" ROUND LED
- * TAILGATE CAMERA TAILGATE REVERSE CAMERA
- * DVR MOUNTED IN CAB NONE
- * CC CAMERA QTY 3EYE CAMERA QTY 4
- * ARMS AND FORKS
- * ARM MODEL ZR 12'EXTENDED REACH ARM-96GAL
- * ARM FINGERS STANDARD FINGER GRABBER
- * ARM CONTROLS CS JOYSTICK CONTROL
- * CAN COUNTER STANDARD IN DIGITAL DISPLAY
- * AUTOLOAD N
- * GRABBER OPEN INTERLOCK STANDARD IN ZR SOFTWARE
- * CARTSEEKER NO CART SEEKER
- * MISC BODY
- * REAR MUDFLAPS BLACK MCNEILUS LOGO
- * BACKUP ALARM ECCO DUAL TONE
- * DRIVE SHAFT MOTION SENSOR CHASSIS OEM INSTALLED
- * SHOVEL HOLDER ON BODY CURB SIDE HOPPER WALL
- * BROOM HOLDER ON BODY BROOM HOLDER, NO STRAP
- * CLEAN OUT TOOL HOLDER BODY MOUNT
- * ROADWAY ALUMINUM SIGN 48" X 96" SIGN,BRKT ONLY
- * LIMIT SPEED WITH TAILGATE OPEN 7 MPH SPEED LIMIT INTERLOCK
- * SAFETY
- * TRIANGLE SAFETY KIT BOLTED IN CAB
- * FIRE EXTINGUISHER IN CAB 5# ABC
- * PAINT
- * NUMBER OF BODY COLORS QTY 1
- * BODY COLOR 1 CODE HST938497
- * BODY COLOR 1 DESCRIPTION WHITE TO MATCH CAB
- * PAINT SCHEME STANDARD PAINT TEMPLATE
- * BODY PAINT CATEGORY 1 COLOR, MEDIUM COMPLEXITY
- * AUTOMATED ARM COLOR GOLDENROD YELLOW
- * CAB / HOOD PAINT NO CAB PAINT
- * WHEEL PAINT NO WHEEL PAINT
- * CNG SYSTEM COVER COLOR N/A
- * CONSPICUITY TAPE TRUE
- * DECAL LANGUAGE ANSI, ENGLISH ONLY
- * CAUTION-WIDE TURNS DECAL 0

PRICING FOR 1 UNIT:

Unit Price:..... \$ 415,000.00
Sales Tax (8.25%)..... \$ 34,237.50
UNIT PRICE: HANFORD, CA: **\$ 449,237.50**

Quoted pricing is based on the order date, except for tariffs, which are applied based on the equipment's build date. Any such tariffs will be documented and shared with you. Please note this price does not include potential future tariffs, including anticipated trade tariffs on raw materials in 2026 under the IEEPA and Section 232 of the Trade Expansion Act.

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 90 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: TBD TERMS: Cash on Delivery

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: Matthew Frazier

DATE: _____

MATTHEW FRAZIER
SALES REPRESENTATIVE



October 22, 2025

To: Chris Taveres, Interim City Manager

From: Russ Sterling, Public Works Director

Subject: Refuse Truck Sole Source

This form must be used as justification for a purchase from a single or sole source provider without open competition when the purchase is \$2,500 or above.

The following statements, in my professional judgment, are correct. I have researched my requirements to support these findings. I also certify that no personal advantage, gain or privilege has (or will) accrued to me through the purchase from this vendor. I have reviewed the vendor's proposed costs and find those costs fair and reasonable for the item proposed.

The City of Hanford Refuse Division recently experienced a catastrophic engine failure on refuse truck #341. Following an internal inspection, City staff determined that the necessary repairs would require more extensive work than could be performed in-house.

Truck #341 was sent to E.M. Tharps in Porterville, California, for further evaluation. E.M. Tharps provided a quote of \$81,782.16 for the replacement and installation of a new engine. To date, truck #341 has incurred \$235,122 in repair costs over its seven years in service. Given these high cumulative repair costs and the additional \$81,782.16 required, staff sought bids for a replacement vehicle instead of proceeding with further repairs.

Quotes were received from Haaker Refuse and MME of Fresno, California. Although MME submitted a slightly lower bid, staff recommends purchasing from Haaker Refuse for the following reasons:

1. Vehicle Availability and Service Continuity:
The Refuse Division is currently operating with a reduced number of trucks due to breakdowns and compliance issues, leading to increased overtime and service delays. MME indicated an estimated delivery time of 8 to 10 months, whereas Haaker Refuse has confirmed they can deliver a new truck by early December of this year, minimizing service disruptions.
2. Fleet Compatibility and Maintenance Efficiency:
Fleet Services strives to maintain a standardized fleet to reduce parts inventory requirements

and minimize additional training for mechanics. Purchasing from MME would introduce a stand-alone vehicle requiring new training and unique parts inventory. Conversely, the City already operates several Haaker trucks, making this purchase consistent with the existing fleet and allowing for continued operational efficiency without additional maintenance burdens.

A handwritten signature in black ink, appearing to read 'Russ Sterling', with a stylized flourish at the end.

Russ Sterling
Public Works Director
City of Hanford, Public Works Department
900 S. 10th Ave., Hanford, CA 93230



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: CONSENT CALENDAR

SUBJECT:

Approval of the purchase of an animal control transport body from Diamond Truck Body Manufacturing Inc. (Stockton, CA) and upfitting of unit #119 in the amount of \$52,200.90, and appropriation of the total amount from the Fleet Replacement Reserve to cover the cost.

RECOMMENDATION:

Recommendation: That the City Council, by motion, approve the purchase of an animal control transport body from Diamond Truck Body Manufacturing Inc. (Stockton, CA) and upfitting of unit #119 in the amount of \$52,200.90, and appropriate the total amount from the Fleet Replacement Reserve to cover the cost.

Recommended Motion: I move to approve the purchase of an animal control transport body from Diamond Truck Body Manufacturing Inc. (Stockton, CA) and unfitting of unit #119 in the amount of \$52,200.90, and appropriate the total amount from the Fleet Replacement Reserve to cover the cost.

BACKGROUND:

City staff solicited three quotes from three qualified vendors for the purchase of an animal control transport body and the upfitting of unit #119. The vendors included:

- Diamond Truck Body Manufacturing Inc. (Stockton, CA)
- Pacific Truck Equipment Inc. (Whittier, CA)
- California Truck Equipment Company (Downey, CA)

Diamond Truck Body Manufacturing Inc. and Pacific Truck Equipment Inc. submitted responsive quotes. California Truck Equipment Company did not submit a quote as they do not build animal control transport bodies for vehicles smaller than an F-350. Diamond Truck Body Manufacturing Inc. submitted the lowest bid with a total cost of \$52,200.90.

The quote includes the manufacturing of an animal control transport body with features such as:

- Five (5) live animal cage compartments
- One (1) tool compartment
- One (1) deceased animal compartment
- Inner safety cage doors
- LED compartment lighting

- A/C ducting and insulation

The quote also includes the installation of the animal control transport body and upfitting of unit #119. Unit #119 is a 2019 Ford F-250 currently being used as an Administrative vehicle. However, due to the large size of the truck and the age of the current Animal Control units, the department believes Unit #119 would be better suited as an Animal Control unit.

Currently, the department has two (2) 2016 Ford F-250's being used as Animal Control units, Unit #43 and Unit #44. Unit #44 has over 103,000 miles and has required over \$20,000 in repairs. Unit #119 would be upfitted to replace Unit #44.

FISCAL IMPACT:

The Fleet Replacement Reserve Fund allocation for Police Department vehicles can fully support this purchase for a total of \$52,200.90.

ATTACHMENTS:

1. Diamond Truck Body Quote (Selected)
2. Pacific Truck Equipment Quote



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
10/13/2025	24507

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
ANIMAL CONTROL YOUR PRICE QUOTE.			
Customer Contact		Customer Phone	

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	COD	10/13/2025	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
501	CITY OF HANFORD ATTN: GLEN WEAVER 559-585-2554 2019 F-250 CREW [40" CA] [GAS] WHITE. ANIMAL CONTROL VIN# 6.5' FOOT DIAMOND ANIMAL TRANSPORT BODY MODEL # AB-5AC-82. PAINTED WHITE AND INSTALLED TO MOUNT ON FORD, 3/4 TON 2025YR. 40" CA. WHITE IN COLOR. BASE ANIMAL BODY INCLUDES THE FOLLOWING: --STAINLESS STEEL OUTER CAGE TUBING. --[5] FIVE LIVE ANIMAL CAGE COMPARTMENTS. --[1] ONE UPPER REAR TOOL COMPARTMENT. --[1] ONE LOWER DEAD ANIMAL COMPARTMENT --INNER SAFETY CAGE DOORS. NEW STAINLESS TYPE. --STAINLESS STEEL SLOPING FLOORS [OUTWARD] --ALL LIVE ANIMAL CAGE DOORS LOUVERED FOR VENTING --A/C ROOF DUCTING & INSULATION INCLUDED. "A/C PREP" --A/C & HEAT UNITS LISTED IN OPTIONS BELOW. --L.E.D. COMPARTMENT LIGHTING. SWITCH IN CAB --[2] TWO 12V. ROOF EXHAUST FANS. SWITCH IN CAB. --STAINLESS STEEL T-HANDLE LOCK POCKETS. --STAINLESS STEEL FUEL BEZEL. --STAINLESS STEEL WHEEL WELL TRIM --INNER CAGE PARTITIONS TO BE SOLID W/ UPPER HOLES --UNDER COATED.	1	27,895.00	27,895.00T

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL

SALES TAX (9.0%)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
10/13/2025	24507

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS		Ship To	
ANIMAL CONTROL YOUR PRICE QUOTE.			
Customer Contact		Customer Phone	

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	COD	10/13/2025	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	--6" INCH REAR STEP BUMPER WITH L.E.D. LIGHTS --UNIT INSTALLED ON CUSTOMERS CHASSIS.			
0000	WEIGHT CERTIFICATE	1	125.00	125.00T
0000.01	HAZARDOUS MATERIAL HANDLING 04142025	1	165.00	165.00
508	PICK UP BED REMOVAL FEE.	1	250.00	250.00
503	FUEL HOSE KIT.	1	285.00	285.00T
503	REAR SIGNAL WIRING HARNESS	1	325.00	325.00T
503	RED DOT 6101R AC WITH SECOND UNDERHOOD AC COMPRESSOR.	1	8,250.00	8,250.00T
503	EXTREME INSULATION PACKAGE. 4" FOAM ROOF INSULATION. 1" FRONT AND REAR WALLS, 1" FLOORS [LOWER SIX KENNELS ONLY] AND 1/2" IN ALL LIVE ANIMAL KENNEL DOORS.	1	3,195.00	3,195.00T
503	DOG STAIRS UNDER FRONT COMPARTMENT. [CURB SIDE]	1	585.00	585.00T
503	DOG RAMP UNDER FRONT COMPARTMENTS. [STREET]	1	585.00	585.00T
503	ALUMINUM DEAD ANIMAL TRAY.	1	495.00	495.00T
503	WHELEN TRAFFIC ADVISER. [TAC830] REAR ROOF.	1	1,785.00	1,785.00T
503	ECCO PRO VANTAGE 54" AMBER LIGHT BAR. MT TO ROOF OF ANIMAL BODY.	1	3,985.00	3,985.00T

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL

SALES TAX (9.0%)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
10/13/2025	24507

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS	Ship To
ANIMAL CONTROL YOUR PRICE QUOTE.	
Customer Contact	Customer Phone

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	COD	10/13/2025	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
	UNLESS NOTED, ALL ANIMAL COMPARTMENT CONTROLS AND SWITCHES WILL BE LEFT ON CAB FLOOR WITH A 5' FOOT WIRE LEAD. CUSTOMER TO INSTALL CONTROLS IN CENTER CONSOLE AT LATER DATE. QUOTED BY JOHN COOPER. IF YOU DON'T SEE YOUR OPTION, PLEASE GIVE US A CALL. LEAD TIME FROM ORDER. 240 + DAYS. ALL PRICES ARE F.O.B. STOCKTON CA. THIS PRICE IS VALID TILL JANUARY 1ST. 2026 . CALIFORNIA SALES TAX NOT INCLUDED IN PRICE. FORD , RAM, AND GM DROP SHIP CODES ARE AVAILABLE.			

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL

SALES TAX (9.0%)

TOTAL



Diamond Truck Body Mfg. Co. Inc.,

1908 E. Fremont St.
Stockton, CA 95205

QUOTATION

DATE	QUOTATON #
10/13/2025	24507

Phone: (209) 943-1655 Fax: (209) 943-0805

NAME / ADDRESS	Ship To
ANIMAL CONTROL YOUR PRICE QUOTE.	
Customer Contact	Customer Phone

P.O. NO.	TERMS	DUE DATE	REP	FOB	PROJECT	TRK COLOR
	COD	10/13/2025	JC	STOCKTON CA.		WHITE

ITEM	DESCRIPTION	QTY	PRICE	TOTAL
000	***Disclaimers*** Please verify specs. Upon acceptance of this bid, please sign one copy of this estimate and return to us for our records, along with any required deposits or signed purchase orders. This contract is void 30 days from date, unless a copy is signed and returned to Diamond Truck Body Mfg. Inc. Please note there are no returns on special order, non-stocked parts. Special orders require a non-refundable deposit. A 25% restocking charge may apply on all returns. [By signing this quotation, the customer accepts the above listed job as quoted]. **** Quote is subject to change upon receipt and inspection of customer supplied chassis, additional revisions may be deemed necessary. At which point you will be notified with a revised quote. *** Diamond Truck Body Mfg. Inc. is not responsible for flashing or modification of any chassis modules due to the installation of the Diamond Body. (Including but not limited to camera installation, erratic turn signal operation, dash error codes, etc.) *** Exact color match not guaranteed or implied for any color applied.			0.00

Quoted by This bid is valid for 30 days. thank you for the opportunity to bid your order.

SUBTOTAL \$47,925.00

SALES TAX (9.0%) \$4,275.90

TOTAL \$52,200.90

AUTHORIZATION_____

SIGNATURE_____

QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 10/10/2025		CUST. P.O.	TERMS Net 10	TAXABLE YES NO		ESTIMATE # 23228
TO YESENIA @ NATIONAL AUTO FLEET GROUP		DATE REQUESTED 10/20/2025	TRUCK DUE DATE			
		BUYER'S NAME YESENIA		WRITTEN BY J.K.		
		HOW SHIP				
SHIP TO	CITY OF HANFORD GLEN WEAVER 559-585-2554	SPECIFICATIONS MAKE / MODEL / YEAR / COLOR / C.A DIM FORD,F-350,24,WHITE,56" DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB SRW				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	ALL METAL ANIMAL COLLECTION BODY PAINTED WHITE AND INSTALLED	97,691.00	97,691.00
B	1	(5) EA LIVE ANIMAL COMPTS.	0.00	0.00T
C	1	78" LENGTH	0.00	0.00T
D	1	54" HEIGHT	0.00	0.00T
E	1	79" WIDE	0.00	0.00T
F	1	16 GAUGE ELECTRO GALVANIZED EXTERIOR BODY CONSTRUCTION	0.00	0.00T
G	1	STAINLESS STEEL SLOPED FLOORS "WASH OUT STYLE" (NO WASTE CHANNEL) 2" FROM CENTER TO OUTSIDE	0.00	0.00T
H	1	STAINLESS STEEL PARTITIONS AND COMPARTMENT DIVIDERS PER PHOTO	0.00	0.00T
I	1	ALL LIVE ANIMAL COMPTS. TO HAVE LOUVERED DOORS	0.00	0.00T
J	1	ALL LIVE ANIMAL COMPTS. SHALL HAVE 1 PC. "SOLID" GALVANIZED #9 EXP. METAL SCREEN (MUST) DOORS THAT HINGE TO FRONT OF VEHICLE AND SHALL INCLUDE (1) EA CENTER LEASH HOLE AND (1) EA CATCH POLE NOTCH ABOVE THE LATCH IN FRAME OF SCREEN DOOR	0.00	0.00T
K	1	ALL OUTSIDE DOORS SHALL HAVE PNEUMATIC DOOR HOLDS AND TWIST TYPE T-HANDLES	0.00	0.00T
L	1	STAINLESS STEEL CENTER DIVIDER PARTITION PANEL BETWEEN LARGE LIVE ANIMAL COMPTS. SHALL HINGE TO EITHER SIDE AND LOCK IN PLACE IN EITHER OPEN OR CLOSED POSITIONS MUST BE SOLID MATERIAL SO ANIMALS CANNOT SEE EACH OTHER.	0.00	0.00T
M	1	THERE SHALL BE NO SHARP EDGES THAT COULD INJURE ANIMALS	0.00	0.00T
N	1	FURNISH AND INSTALL (1) EA RED DOT #61010R AIR CONDITIONER ON ROOF OF ANIMAL BODY	0.00	0.00T
O	1	FURNISH AND INSTALL (2) EA ELECTRIC VENTS INSTALLED ON ROOF OF ANIMAL BODY	0.00	0.00T
P	1	(1) EA TOOL COMPT. WITH FLIP UP DOOR AT REAR TO BE SPRAY LINED	0.00	0.00T
Q	1	(1) EA LOUVERED DEAD ANIMAL COMPT. TO REMAIN EMPTY ND BE SPRAY LINED COMPLETELY WITH DRAIN HOLES IN FLOOR	0.00	0.00T
R	1	FABRICATE AND INSTALL (1) EA PULL OUT RAMP TO ASSIST IN LOADING INTO LARGE ANIMAL COMPT. ON C.S. TO BE SPRAY LINED	0.00	0.00T

Sub Total

Sales Tax

Total

QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 10/10/2025		CUST. P.O.	TERMS Net 10 ...	TAXABLE YES NO		ESTIMATE # 23228
TO YESENIA @ NATIONAL AUTO FLEET GROUP		DATE REQUESTED 10/20/2025	TRUCK DUE DATE			
		BUYER'S NAME YESENIA		WRITTEN BY J.K.		
		HOW SHIP				
SHIP TO	CITY OF HANFORD GLEN WEAVER 559-585-2554		SPECIFICATIONS MAKE / MODEL / YEAR / COLOR / C.A DIM FORD,F-350,24,WHITE,56" DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB SRW			

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
S	1	L.E.D. LEGAL LIGHTS	0.00	0.00T
T	1	REAR STEP BUMPER	0.00	0.00T
U	1	4 CORNER STROBE SYSTEM	0.00	0.00T
V	1	(6) EA ECCO MODEL #ED3704A STROBE LIGHTS 1 AT FRONT OF BODY, 1 ABOVE WHEEL WELL MOULDING AND 1 ON SIDE OF BUMPER KICK PLATE EACH SIDE	0.00	0.00T
W	1	(1) EA ECCO MODEL #12-XXX-XX 54" LIGHTBAR WITH AMBER STROBE LIGHTS AT FRONT, REAR AND ALLEY LIGHTS ON EACH SIDE	0.00	0.00T
X	1	(1) EA ECCO MODEL #3410-A TRAFFIC ADVISOR ON ROOF ON ANIMAL BODY FACING REAR	0.00	0.00T
Y	1	(2) EA ECCO MODEL #EW3225 24" OFFROAD L.E.D. LIGHTBARS 1 ON ROOF OF BODY TO ILLUMINATE EACH SIDE OF BODY	0.00	0.00T
Z	1	(1) EA GO LIGHT SPOTLIGHT ON CAB ROOF INSTALLED	0.00	0.00T
AA	1	ALL EXTERIOR SURFACES SHALL HAVE EXTRA PRIMER, PAINT AND CAULKING DUE TO CONSTANT EXPOSURE TO WATER	0.00	0.00T
BB	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO EXISTING O.E.M. BACK UP CAMERA SYSTEM	0.00	0.00T
CC	1	SPRAY LINER INTERIOR OF ALL ANIMAL COMPTS.	0.00	0.00T
DD	1	PARTITION CONSTRUCTED LIKE L.A. COUNTY PER PHOTO SO ANIMALS CANNOT SEE EACH OTHER	0.00	0.00T
		NO OTHER ITEMS INCLUDED		
ALL	1	AFTERMARKET CONVERSIONS ON CERTAIN VEHICLES MAY RESULT IN THE TRIGGERING OF WIRING/ELECTRONIC CODES ON THE DISPLAY PANEL IN THE CAB. SOME OF THE CODES COULD BE , BUT NOT LIMITED TO, RAPID FLASHING OF TURN SIGNALS. ADDITIONALLY, BLIND SPOT DETECTION AS WELL AS OTHER PREMIUM FEATURES MAY NOT OPERATE. ANY REMEDIES REQUIRING REPROGRAMMING BY THE VEHICLE MANUFACTURER OR DEALERSHIP WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTEE.	0.00	0.00T

Sub Total	\$97,691.00
Sales Tax	\$0.00
Total	\$97,691.00



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025	AGENDA SECTION: CONSENT CALENDAR
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SUBJECT:

Acceptance and authorization for staff to File the City of Hanford's Quarterly Investment Portfolio and Transactions Reports as of 09/30/25.

RECOMMENDATION: That the City Council accept and authorize staff to file the City of Hanford's Quarterly Investment Portfolio and Transactions Report as of 09/30/25.

RECOMMENDED MOTION: I move that the City Council accept and authorize staff to file the City of Hanford's Quarterly Investment Portfolio and Transactions Report as of 09/30/25.

BACKGROUND:

Quarterly Investment Report

The City has approximately \$141.8 million in investments and cash, **across all funds**, as of 09/30/25.

Recent Activity

The City actively maintains a minimum balance of \$3.5 million in its Wells Fargo cash accounts. Meeder, the City's portfolio manager, continues to reinvest proceeds as securities mature. The portfolio remains well-diversified and strategically positioned to perform in an interest-rate cut environment.

Current Investment Environment. At the September meeting the Federal Reserve cut interest rates by 0.25%. This was the Fed's first cut of the year (last rate cut was Dec 2024) and it lowered the target range for federal funds rate to 4%-4.25%. The primary reason was the slowdown in hiring and the overall health of the labor market. It is projected that by the end of the year there will be two additional rate cuts.

The 10-year Treasury Note interest rate decreased at this quarter end as compared to last quarter end at approx 4.10% w. At the same time last year, the rate was slightly lower at approximately 3.98%.

Future Actions

The City's portfolio will be actively managed and re-invested as securities mature. As idle cash is available, the City will deposit to the US Bank custody account to be re-invested by Meeder. With the two additional forecasted rate cuts coming this year, investing in securities will provide a better return by strategically locking in higher rates over longer terms of 3-5 yrs. Meeder provides Staff with in depth quarterly reviews and timely economic updates as available.

Summary

The primary purpose of the City's cash is to provide residents of Hanford with services. In order to maximize the earnings potential on the City's idle cash, the City utilizes Meeder to actively monitor the portfolio and purchase low-risk investments which will provide a higher return versus allowing the cash to be held in savings accounts earning little to no interest. Additionally, idle cash is also held with government pools, including the Local Agency Investment Fund (LAIF), Tulare County Investment Pool and CLASS. It is the policy of the City to invest public funds in a manner that will provide a high investment return with a high level of security (low risk) while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

FISCAL IMPACT:

This item is informational. Investing the City's cash will generate continual interest earnings on the investment portfolio.

ATTACHMENTS:

1. Balance Sheet by Position
2. Transaction Detail
3. Treasurer's Report



Report: Balance Sheet by Position
Account: City of Hanford (446861)
As of: 09/30/2025

Identifier	Security Description	Original Units	Current Units	Currency	Asset Type	Original Cost	Matures	Book Value	Market Value
CCYUSD	US DOLLAR	3,804.37	3,804.37	USD	Receivable	3,804.37	09/30/2025	3,804.37	3,804.37
4496261892	Wells Fargo Commercial Checking	250,014.56	250,014.56	USD	Bank Deposits	250,014.56	---	250,014.56	250,014.56
4496895186	Wells Fargo Bank	17,890.00	17,890.00	USD	Bank Deposits	17,890.00	---	17,890.00	17,890.00
7248MEED	UMPQUA Bank	4,106,018.18	4,106,018.18	USD	Bank Deposits	4,106,018.18	---	4,106,018.18	4,106,018.18
31846V567	FIRST AMER:GVT OBLG;Z	127,824.24	127,824.24	USD	Money Market Funds	127,824.24	---	127,824.24	127,824.24
4496895186A	Wells Fargo Stagecoach Sweep	6,714,796.19	6,714,796.19	USD	Money Market Funds	6,714,796.19	---	6,714,796.19	6,714,796.19
CACCLASS	CALIFORNIA CLASS	24,971,202.60	24,971,202.60	USD	LGIP	24,971,202.60	---	24,971,202.60	24,971,202.60
TCIP	TCIP	1,191,227.80	1,191,227.80	USD	LGIP	1,191,227.80	---	1,191,227.80	1,191,227.80
02582JKP4	AXCMT-252-A	1,000,000.00	1,000,000.00	USD	Asset-Backed Securities	999,981.90	04/15/2030	999,981.90	1,009,343.55
16144BAD0	CAOT-241-A4	1,000,000.00	1,000,000.00	USD	Asset-Backed Securities	1,012,539.06	10/25/2029	1,012,539.06	1,021,122.69
161571HZ0	CHAIT-251A-A	1,875,000.00	1,875,000.00	USD	Asset-Backed Securities	1,874,962.31	07/15/2030	1,874,962.31	1,888,279.78
17305EHA6	CCCIT-25A1-A1	1,500,000.00	1,500,000.00	USD	Asset-Backed Securities	1,499,593.05	06/21/2030	1,499,593.05	1,514,088.87
437918AC9	HONDO-241-A3	1,750,000.00	1,739,928.66	USD	Asset-Backed Securities	1,759,842.69	08/15/2028	1,759,842.69	1,755,960.85
89238DAD0	TART-24A-A3	1,437,000.00	1,437,000.00	USD	Asset-Backed Securities	1,444,465.66	10/16/2028	1,444,465.66	1,446,927.49
89240JAD3	TART-25A-A3	1,000,000.00	1,000,000.00	USD	Asset-Backed Securities	999,959.90	08/15/2029	999,959.90	1,010,937.67
09659BYE4	BNP PARIBAS NY 11/14/25	1,575,000.00	1,575,000.00	USD	Commercial Paper	1,523,923.62	11/14/2025	1,523,923.62	1,566,645.50
13607FEJ1	CDN IMPERIAL 05/18/26	520,000.00	520,000.00	USD	Commercial Paper	504,302.35	05/18/2026	504,302.35	506,636.58
53948AZ87	LLOYDS BK NY BR 12/08/25	2,255,000.00	2,255,000.00	USD	Commercial Paper	2,184,884.54	12/08/2025	2,184,884.54	2,236,939.96
023135CG9	AMAZON.COM 3.450 04/13/29 '29	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,446,375.00	04/13/2029	1,446,375.00	1,478,325.00
037833ET3	APPLE 4.000 05/10/28 '28	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,496,805.00	05/10/2028	1,496,805.00	1,508,370.00
06055JMY2	BOFAML 4.500 08/06/27 '26 MTN	1,000,000.00	1,000,000.00	USD	Corporate Bonds	1,000,000.00	08/06/2027	1,000,000.00	998,400.00
06406FAE3	BONY MELLON 2.450 08/17/26 '26 MTN	2,183,000.00	2,183,000.00	USD	Corporate Bonds	2,095,898.30	08/17/2026	2,095,898.30	2,154,249.89
166756AR7	CHEVRON USA 3.850 01/15/28 '27	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,481,790.00	01/15/2028	1,481,790.00	1,500,195.00
191216DJ6	COCA-COLA 1.500 03/05/28	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,368,090.00	03/05/2028	1,368,090.00	1,421,280.00
194162AT0	COLGATE 4.200 05/01/30 '30	1,750,000.00	1,750,000.00	USD	Corporate Bonds	1,753,675.00	05/01/2030	1,753,675.00	1,764,350.00
24422EYE3	JOHN DEERE CAP 4.550 06/05/30 MTN	1,750,000.00	1,750,000.00	USD	Corporate Bonds	1,745,590.00	06/05/2030	1,745,590.00	1,777,212.50
30303M8G0	META PLATFORMS 3.500 08/15/27 '27	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,465,755.00	08/15/2027	1,465,755.00	1,493,625.00
437076DB5	HOME DEPOT 4.875 06/25/27 '27	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,520,715.00	06/25/2027	1,520,715.00	1,525,275.00
46625HRV4	JP MORGAN 2.950 10/01/26 '26	2,000,000.00	2,000,000.00	USD	Corporate Bonds	1,945,840.00	10/01/2026	1,945,840.00	1,980,780.00
532457CP1	LILLY 4.150 08/14/27 '27	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,503,225.00	08/14/2027	1,503,225.00	1,510,140.00
58933YBQ7	MERCK & CO 4.150 09/15/30 '30	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,500,180.00	09/15/2030	1,500,180.00	1,501,680.00
69371RS80	PACCAR 4.600 01/31/29 MTN	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,510,230.00	01/31/2029	1,510,230.00	1,528,695.00
69371RT22	PACCAR 5.000 05/13/27 MTN	906,000.00	906,000.00	USD	Corporate Bonds	924,772.32	05/13/2027	924,772.32	921,864.06
713448EL8	PEPSICO 2.625 07/29/29 '29	1,500,000.00	1,500,000.00	USD	Corporate Bonds	1,390,560.00	07/29/2029	1,390,560.00	1,427,595.00
713448GB8	PEPSICO 4.600 02/07/30 '30	1,250,000.00	1,250,000.00	USD	Corporate Bonds	1,247,075.00	02/07/2030	1,247,075.00	1,277,500.00
89236TMY8	TOYOTA MOTOR CRD 4.600 01/08/27	950,000.00	950,000.00	USD	Corporate Bonds	958,141.50	01/08/2027	958,141.50	957,799.50
3132XGY34	FH WN2529	2,745,000.00	2,745,000.00	USD	MBS	2,745,000.00	12/01/2028	2,745,000.00	2,781,453.46
3137BP4K2	FH-KIR1-A2	2,500,000.00	2,500,000.00	USD	MBS	2,438,325.00	03/25/2026	2,438,325.00	2,481,483.28
3137FJEH8	FHMS K-081 A2 3.9 08/25/2028	2,500,000.00	2,500,000.00	USD	MBS	2,486,816.41	08/25/2028	2,486,816.41	2,497,967.98
3137FTBM8	FH-K108-A2	500,000.00	500,000.00	USD	MBS	445,625.00	03/25/2030	445,625.00	451,341.14
3137HJ5Y9	FHMS K-534 A2 4.7 11/25/2029	1,500,000.00	1,500,000.00	USD	MBS	1,495,132.50	11/25/2029	1,495,132.50	1,533,594.80
3137HLJA1	FHMS K-540 A2 4.513 02/25/2030	1,000,000.00	1,000,000.00	USD	MBS	999,972.00	02/25/2030	999,972.00	1,016,377.04



Report: Balance Sheet by Position
Account: City of Hanford (446861)
As of: 09/30/2025

Identifier	Security Description	Original Units	Current Units	Currency	Asset Type	Original Cost	Matures	Book Value	Market Value
3140HRBM4	FN BL0043	2,000,000.00	1,762,662.20	USD	MBS	1,729,336.88	10/01/2028	1,729,336.87	1,735,152.77
3140LCLV1	FN BS2139	1,000,000.00	976,506.55	USD	MBS	873,210.47	07/01/2028	873,210.47	909,084.68
3140NWHC2	FN BZ2026	1,500,000.00	1,500,000.00	USD	MBS	1,488,750.00	10/01/2029	1,488,750.00	1,502,370.50
3140NXC50	FN BZ2791	500,000.00	500,000.00	USD	MBS	499,453.13	01/01/2030	499,453.13	505,389.50
010878BH8	ALAMEDA CNTY CALIF 3.599 08/01/29	1,500,000.00	1,500,000.00	USD	Municipal Bonds	1,469,655.00	08/01/2029	1,469,655.00	1,481,743.50
13034AL81	CALIFORNIA INFRASTRUCTURE & 1.235 10/01/27	1,000,000.00	1,000,000.00	USD	Municipal Bonds	909,700.00	10/01/2027	909,700.00	950,616.00
13063DC48	CALIFORNIA ST 1.700 02/01/28	2,000,000.00	2,000,000.00	USD	Municipal Bonds	1,875,640.50	02/01/2028	1,875,640.50	1,904,126.00
13063DMB1	CALIFORNIA ST 3.050 04/01/29	1,530,000.00	1,530,000.00	USD	Municipal Bonds	1,466,290.80	04/01/2029	1,466,290.80	1,487,450.70
76913CBD0	RIVERSIDE CNTY CALIF PENSIO 3.120 02/15/29	1,000,000.00	1,000,000.00	USD	Municipal Bonds	956,970.00	02/15/2029	956,970.00	970,467.00
79765RP29	SAN FRANCISCO CALIF CITY & 3.100 11/01/27 '26	1,285,000.00	1,285,000.00	USD	Municipal Bonds	1,253,273.35	11/01/2027	1,253,273.35	1,265,595.22
79768HJN9	SAN FRANCISCO (CITY & COUNT 4.655 10/01/27 '2	1,500,000.00	1,500,000.00	USD	Municipal Bonds	1,513,755.00	10/01/2027	1,513,755.00	1,522,366.50
899154AZ1	TULARE CNTY CALIF PENSION O 3.959 06/01/27	600,000.00	600,000.00	USD	Municipal Bonds	592,098.00	06/01/2027	592,098.00	599,238.00
91412GXU4	UNIVERSITY CALIF REVS 3.909 05/15/29	145,000.00	145,000.00	USD	Municipal Bonds	140,636.95	05/15/2029	140,636.95	144,643.59
977100HW9	WISCONSIN ST GEN FD ANNUAL 4.346 05/01/29	1,250,000.00	1,250,000.00	USD	Municipal Bonds	1,257,062.50	05/01/2029	1,257,062.50	1,266,056.25
14042RVH1	CAPITL ONE NA 4.800 11/03/25	250,000.00	250,000.00	USD	Negotiable CD's	250,000.00	11/03/2025	250,000.00	249,897.22
15118RW37	CELTIC BANK 3.900 05/20/27	249,000.00	249,000.00	USD	Negotiable CD's	248,626.50	05/20/2027	248,626.50	248,695.06
25460FDU7	DIRECT FEDERAL 4.700 11/03/25	250,000.00	250,000.00	USD	Negotiable CD's	250,000.00	11/03/2025	250,000.00	249,875.04
61768ET78	MORGAN PVT BNK 4.350 03/13/28	250,000.00	250,000.00	USD	Negotiable CD's	250,000.00	03/13/2028	250,000.00	247,283.56
747133CN4	PYRAMAX BANK 3.950 10/22/26	245,000.00	245,000.00	USD	Negotiable CD's	244,755.00	10/22/2026	244,755.00	244,824.22
798186P22	SAN JOSE CALIF UNI SCH DIST 1.014 08/01/27	1,200,000.00	1,200,000.00	USD	Negotiable CD's	1,097,064.00	08/01/2027	1,097,064.00	1,143,169.20
89235MRG8	TOYOTA FINL SVGS 4.000 04/10/28	245,000.00	245,000.00	USD	Negotiable CD's	244,387.50	04/10/2028	244,387.50	244,474.19
90355GLP9	UBS USA 4.350 03/13/28	250,000.00	250,000.00	USD	Negotiable CD's	250,000.00	03/13/2028	250,000.00	247,333.71
91334AAE3	UHCU 4.750 11/04/25	250,000.00	250,000.00	USD	Negotiable CD's	250,000.00	11/04/2025	250,000.00	249,885.60
3130AKGN0	FHLBANKS 1.020 11/30/28 '25	1,650,000.00	1,650,000.00	USD	U.S. Agencies	1,469,077.50	11/30/2028	1,469,077.50	1,508,463.00
3130AKU61	FHLBANKS 0.750 01/27/26	2,000,000.00	2,000,000.00	USD	U.S. Agencies	1,901,248.00	01/27/2026	1,901,248.00	1,978,440.00
3130AL5A8	FHLBANKS 0.900 02/26/27 '25	750,000.00	750,000.00	USD	U.S. Agencies	712,635.00	02/26/2027	712,635.00	720,232.50
3130ALUK8	FHLBANKS 3.000 03/30/26 '25	1,000,000.00	1,000,000.00	USD	U.S. Agencies	971,150.00	03/30/2026	971,150.00	994,670.00
3130ANGH7	FHLBANKS 1.750 08/16/27 '26	1,000,000.00	1,000,000.00	USD	U.S. Agencies	938,940.00	08/16/2027	938,940.00	968,280.00
3130APY33	FHLBANKS 1.900 12/14/26	1,000,000.00	1,000,000.00	USD	U.S. Agencies	931,700.00	12/14/2026	931,700.00	977,530.00
3130AUU36	FHLBANKS 4.125 03/13/26	1,500,000.00	1,500,000.00	USD	U.S. Agencies	1,500,670.49	03/13/2026	1,500,670.49	1,501,650.00
3130AV5P3	FHLBANKS 4.375 03/08/30	1,500,000.00	1,500,000.00	USD	U.S. Agencies	1,522,500.00	03/08/2030	1,522,500.00	1,534,020.00
3130AVBC5	FHLBANKS 4.500 03/12/27	500,000.00	500,000.00	USD	U.S. Agencies	502,795.44	03/12/2027	502,795.44	505,325.00
3130AWTQ3	FHLBANKS 4.625 09/11/26	1,000,000.00	1,000,000.00	USD	U.S. Agencies	1,009,590.00	09/11/2026	1,009,590.00	1,008,000.00
3133EKS64	FED FARM CR BNKS 2.040 09/24/29	1,000,000.00	1,000,000.00	USD	U.S. Agencies	910,670.00	09/24/2029	910,670.00	938,030.00
3133EL5U4	FED FARM CR BNKS 1.120 09/01/28 '25	500,000.00	500,000.00	USD	U.S. Agencies	447,030.00	09/01/2028	447,030.00	461,765.00
3133EMHZ8	FED FARM CR BNKS 1.125 06/01/29 '25	2,000,000.00	2,000,000.00	USD	U.S. Agencies	1,754,260.00	06/01/2029	1,754,260.00	1,807,940.00
3133EMYY2	FED FARM CR BNKS 1.600 05/11/29 '25	2,025,000.00	2,025,000.00	USD	U.S. Agencies	1,813,306.50	05/11/2029	1,813,306.50	1,865,754.00
3133ENSF8	FED FARM CR BNKS 2.870 03/21/29 '25	1,500,000.00	1,500,000.00	USD	U.S. Agencies	1,438,260.00	03/21/2029	1,438,260.00	1,446,315.00
3133ETBF3	FED FARM CR BNKS 4.000 04/01/30	1,500,000.00	1,500,000.00	USD	U.S. Agencies	1,493,220.00	04/01/2030	1,493,220.00	1,513,215.00
3134GWZ82	FREDDIE MAC 0.590 10/08/25 '25 MTN	2,500,000.00	2,500,000.00	USD	U.S. Agencies	2,391,160.00	10/08/2025	2,391,160.00	2,498,200.00
880591FE7	TVA 3.875 08/01/30	2,000,000.00	2,000,000.00	USD	U.S. Agencies	1,992,380.00	08/01/2030	1,992,380.00	2,006,460.00
9128284V9	US TREASURY 2.875 08/15/28	1,500,000.00	1,500,000.00	USD	U.S. Treasuries	1,446,093.75	08/15/2028	1,446,093.75	1,469,765.63



M E E D E R
PUBLIC FUNDS

Report: Balance Sheet by Position
Account: City of Hanford (446861)
As of: 09/30/2025

Identifier	Security Description	Original Units	Current Units	Currency	Asset Type	Original Cost	Matures	Book Value	Market Value
912828V98	US TREASURY 2.250 02/15/27	1,000,000.00	1,000,000.00	USD	U.S. Treasuries	969,531.25	02/15/2027	969,531.25	980,937.50
91282CGC9	US TREASURY 3.875 12/31/27	1,500,000.00	1,500,000.00	USD	U.S. Treasuries	1,500,878.91	12/31/2027	1,500,878.91	1,508,203.13
91282CGJ4	US TREASURY 3.500 01/31/30	1,500,000.00	1,500,000.00	USD	U.S. Treasuries	1,469,472.66	01/31/2030	1,469,472.66	1,487,343.75
91282CGQ8	US TREASURY 4.000 02/28/30	475,000.00	475,000.00	USD	U.S. Treasuries	472,495.12	02/28/2030	472,495.12	480,566.41
91282CKJ9	US TREASURY 4.500 04/15/27	1,500,000.00	1,500,000.00	USD	U.S. Treasuries	1,523,964.84	04/15/2027	1,523,964.84	1,518,574.22
91282CKR1	US TREASURY 4.500 05/15/27	1,500,000.00	1,500,000.00	USD	U.S. Treasuries	1,524,726.56	05/15/2027	1,524,726.56	1,519,628.91
91282CNN7	US TREASURY 3.875 07/31/30	2,000,000.00	2,000,000.00	USD	U.S. Treasuries	2,026,562.50	07/31/2030	2,026,562.50	2,012,187.50
---	---	144,727,777.94	144,456,875.35	USD	---	141,897,805.13	---	141,897,805.13	143,410,449.04

* Weighted by: Market Value
* Holdings Displayed by: Position

* Does not Lock Down

Account	Identifier	Description	Original Units	Current Units	Currency	Coupon Rate	Transaction Type	Entry Date	Settle Date	Post Date	Final Maturity	Broker/Dealer	Price	Principal	Amount
City of Hanford - Operating	06055JMY2	BANK OF AMERICA CORP	1,000,000.00	1,000,000.00	USD	4.500	Buy	07/29/2025	08/06/2025	08/06/2025	08/06/2027	D. A. DAVIDSON & CO	100.000	1,000,000.00	(1,000,000.00)
City of Hanford - Operating	13063DC48	CALIFORNIA ST	950,000.00	950,000.00	USD	1.700	Buy	09/29/2025	09/30/2025	09/30/2025	02/01/2028	PERSHING LLC	95.388	906,186.00	(908,832.81)
City of Hanford - Operating	13607FEJ1	Canadian Imperial Holdings, Inc.	520,000.00	520,000.00	USD	0.000	Buy	08/21/2025	08/22/2025	08/22/2025	05/18/2026	RBC CAPITAL MARKETS, LLC	96.981	504,302.35	(504,302.35)
City of Hanford - Operating	161571HZ0	CHAIT 2025-1 A	1,875,000.00	1,875,000.00	USD	4.160	Buy	07/18/2025	07/25/2025	07/25/2025	07/15/2030	J.P. MORGAN SECURITIES LLC	99.998	1,874,962.31	(1,874,962.31)
City of Hanford - Operating	3137FJEH8	FHMS K-081 A2	2,500,000.00	2,500,000.00	USD	3.900	Buy	06/27/2025	07/02/2025	07/02/2025	08/25/2028	MORGAN STANLEY & CO. LLC	99.473	2,486,816.41	(2,487,087.24)
City of Hanford - Operating	3137FTBM8	FHMS K-108 A2	500,000.00	500,000.00	USD	1.517	Buy	06/27/2025	07/02/2025	07/02/2025	03/25/2030	MORGAN STANLEY & CO. LLC	89.125	445,625.00	(445,646.07)
City of Hanford - Operating	58933YBQ7	MERCK & CO INC	1,500,000.00	1,500,000.00	USD	4.150	Buy	09/03/2025	09/15/2025	09/15/2025	09/15/2030	D. A. DAVIDSON & CO	100.012	1,500,180.00	(1,501,217.50)
City of Hanford - Operating	880591FE7	TENNESSEE VALLEY AUTHORITY	2,000,000.00	2,000,000.00	USD	3.875	Buy	08/18/2025	08/19/2025	08/19/2025	08/01/2030	AMHERST PIERPONT SECURITIES	99.619	1,992,380.00	(1,994,748.06)
City of Hanford - Operating	91282CNN7	UNITED STATES TREASURY	2,000,000.00	2,000,000.00	USD	3.875	Buy	09/10/2025	09/11/2025	09/11/2025	07/31/2030	RBC CAPITAL MARKETS, LLC	101.328	2,026,562.50	(2,035,407.61)
City of Hanford - Operating	06063HMT7	Bank of Baroda, New York Branch	(198,000.00)	(198,000.00)	USD	0.650	Maturity	07/22/2025	07/22/2025	07/22/2025	07/22/2025	Maturity	100.000	(198,000.00)	198,000.00
City of Hanford - Operating	29278TRA0	Regions Bank	(245,000.00)	(245,000.00)	USD	0.500	Maturity	08/29/2025	08/29/2025	08/29/2025	08/29/2025	Maturity	100.000	(245,000.00)	245,000.00
City of Hanford - Operating	3130AERV4	FEDERAL HOME LOAN BANKS	(2,000,000.00)	(2,000,000.00)	USD	3.125	Maturity	09/12/2025	09/12/2025	09/12/2025	09/12/2025	Maturity	100.000	(2,000,000.00)	2,000,000.00
City of Hanford - Operating	3130B2CF0	FEDERAL HOME LOAN BANKS	(1,000,000.00)	(1,000,000.00)	USD	4.500	Maturity	08/12/2025	08/12/2025	08/12/2025	08/12/2025	Maturity	100.000	(1,000,000.00)	1,000,000.00
City of Hanford - Operating	319461DB2	Enterprise Financial Services Corp	(249,000.00)	(249,000.00)	USD	0.400	Maturity	09/30/2025	09/30/2025	09/30/2025	09/30/2025	Maturity	100.000	(249,000.00)	249,000.00
City of Hanford - Operating	549104RJ8	Luana Savings Bank	(250,000.00)	(250,000.00)	USD	0.450	Maturity	07/29/2025	07/29/2025	07/29/2025	07/29/2025	Maturity	100.000	(250,000.00)	250,000.00
City of Hanford - Operating	58404DHQ7	Medallion Bank	(250,000.00)	(250,000.00)	USD	0.550	Maturity	07/30/2025	07/30/2025	07/30/2025	07/30/2025	Maturity	100.000	(250,000.00)	250,000.00
City of Hanford - Operating	86944BAF0	SUTTER HEALTH	(874,000.00)	(874,000.00)	USD	1.321	Maturity	08/15/2025	08/15/2025	08/15/2025	08/15/2025	Maturity	100.000	(874,000.00)	874,000.00
City of Hanford - Operating	3133EMVH2	FEDERAL FARM CREDIT BANKS FUNDING CORP	(2,000,000.00)	(2,000,000.00)	USD	1.570	Sell	07/18/2025	07/21/2025	07/21/2025	04/05/2028	PERSHING LLC	93.940	(1,878,800.00)	1,888,045.56
City of Hanford - Operating	91282CHB0	UNITED STATES TREASURY	(500,000.00)	(500,000.00)	USD	3.625	Sell	08/21/2025	08/22/2025	08/22/2025	05/15/2026	RBC CAPITAL MARKETS, LLC	99.730	(498,652.35)	503,528.37
City of Hanford - Operating	91282CLN9	UNITED STATES TREASURY	(1,500,000.00)	(1,500,000.00)	USD	3.500	Sell	09/03/2025	09/04/2025	09/04/2025	09/30/2029	STONEX FINANCIAL INC./BD RATES	99.535	(1,493,027.34)	1,515,547.83
City of Hanford OHS	CACCLASS	CALIFORNIA CLASS	(5,000,000.00)	(5,000,000.00)	USD	5.480	Withdraw	07/31/2025	07/31/2025	07/31/2025	09/30/2025	Direct	1.000	(5,000,000.00)	5,000,000.00
---	---	---	(1,221,000.00)	(1,221,000.00)	USD	3.986	---	---	---	---	10/30/2026	---	---	(1,199,465.12)	1,220,917.81



MEEDER

PUBLIC FUNDS

Report: City of Hanford Treasurer's Report
Account: City of Hanford (446861)
As of: 09/30/2025

Diversification / Security Sector

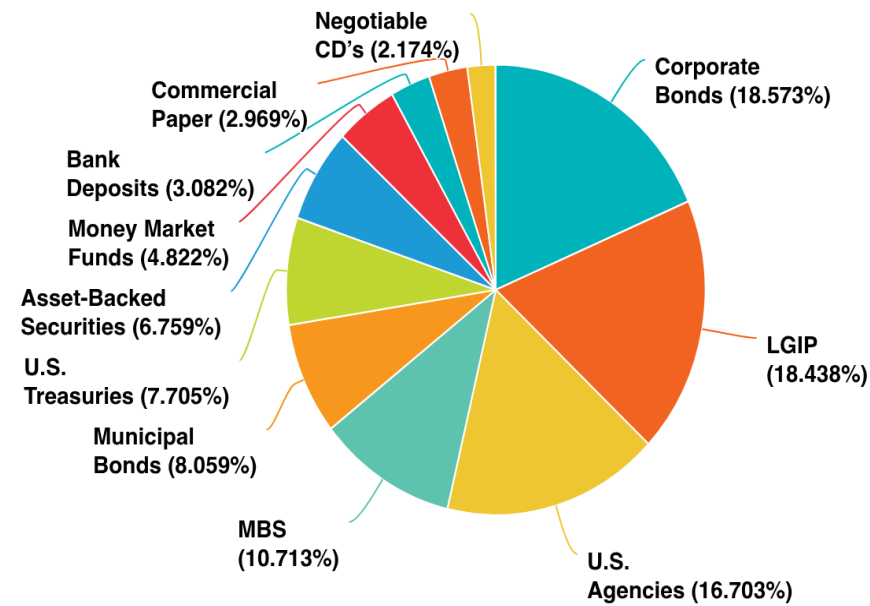


Chart calculated by: Cost Value

Diversification / Security Sector	Identifier	% of Portfolio	YTM @ Cost	Days to Maturity	Face Amount / Shares	Market Value	Original Cost
Receivable	CCYUSD	0.003%	0.00	0	3,804.37	3,804.37	3,804.37
Bank Deposits	---	3.082%	0.00	1	4,373,922.74	4,373,922.74	4,373,922.74
Money Market Funds	---	4.822%	0.07	1	6,842,620.43	6,842,620.43	6,842,620.43
LGIP	---	18.438%	4.16	1	26,162,430.40	26,162,430.40	26,162,430.40
Commercial Paper	---	2.969%	4.39	79	4,350,000.00	4,310,222.03	4,213,110.51
Negotiable CD's	---	2.174%	4.39	545	3,189,000.00	3,125,437.80	3,084,833.00
U.S. Agencies	---	16.703%	4.10	892	24,925,000.00	24,234,289.50	23,700,592.93
Corporate Bonds	---	18.573%	4.30	994	26,789,000.00	26,727,335.95	26,354,717.12
Municipal Bonds	---	8.059%	4.17	1017	11,810,000.00	11,592,302.76	11,435,082.10
U.S. Treasuries	---	7.705%	3.84	1065	10,975,000.00	10,977,207.03	10,933,725.59
MBS	---	10.713%	4.35	1090	15,484,168.75	15,414,215.14	15,201,621.38
Asset-Backed Securities	---	6.759%	4.49	1450	9,551,928.66	9,646,660.89	9,591,344.57
---	---	100.000%	3.89	730	144,456,875.35	143,410,449.04	141,897,805.13



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Adoption of Limited Public Forum Social Media Policy and adoption of Resolution 25-63-R, amending the Handbook of Rules and Procedures to include the addition of personal social media usage for elected and appointed officials.

RECOMMENDATION:

Recommendation: That City Council adopt the Limited Public Forum Social Media Policy and adopt Resolution 25-63-R, amending the Handbook of Rules and Procedures to include the addition of personal social media usage for elected and appointed officials.

Recommended Motions:

Motion 1: I move to adopt the Limited Public Forum Social Media Policy and direct staff to allow commenting on the City's social media sites.

Motion 2: I move to adopt Resolution 25-63-R, amending the Handbook of Rules and Procedures to include the addition of Chapter 5, Section 3 for personal social media usage for elected and appointed officials.

BACKGROUND:

In March of this year, City Council directed staff and the city attorney to move forward with creating the City's first social media policy that would allow public commenting again by designating the City's social media sites as limited public forums. A limited public forum is one of several types of forums courts take into consideration when analyzing a government's restriction of speech on public property.

As the city attorney has explained, a limited public forum structure would allow the City to impose viewpoint-neutral limits on social media comments or even further limit comments to the topics raised by the City through its posts (Council favored the latter approach). In addition to hiding or deleting off-topic comments, the City can hide or delete comments that are not protected by the First Amendment, such as obscene or defamatory speech. A key requirement of the *Limited Public Forum Social Media Policy* (attached) is that these rules be displayed as a disclaimer on every City social media account. It reads in part:

This account is intended to be a limited forum for communication and discussion between the City of Hanford and members of the public about specific topics. The City of Hanford reserves the right to remove inappropriate comments, including, without limitation, those comments that are not topically related, comments that are not protected speech under federal or state law, including, without limitation, profane or obscene language, sexual content, threats, defamatory statements, the

encouragement of illegal activity, violations of the legal ownership interests of another party, solicitations of commerce, statements in support or opposition to political candidates or ballot propositions, content that promotes, fosters, or perpetuates discrimination, information that may compromise the safety or security of the public or public systems, or other statements violating the City of Hanford Limited Public Forum Social Media Policy.

Beyond simply setting up a framework for how the public comments or otherwise interacts with the City through social media, the *Limited Public Forum Social Media Policy* also establishes standards for the effective management of the City's social media accounts by an Administrator, defined as the City Manager or his or her designee. While the policy references authorized users (i.e. other City employees who manage City social media pages), City staff has determined any provisions specific to these users should be included in the City's Administrative Regulation related to social media (AR 1.30) versus this policy. Similarly, new language related to personal social media use by all City employees will be incorporated into the AR document. In the coming months, arrangements will be made for affected employee bargaining units to review and comment on these proposed changes to the AR before adoption by the City Manager, since they relate to employee working conditions and disciplinary matters.

In the meantime, staff believes Council could lead by example and implement a set of standards related to their personal use of social media. Resolution 25-63-R would amend the Handbook of Rules and Procedures to include the addition of Chapter 5, Section 3 regulating personal social media usage by elected and appointed officials. This section also lays out the disciplinary measures Council has at their disposal for addressing any violations of this section.

FISCAL IMPACT:

NONE

ATTACHMENTS:

1. LIMITED PUBLIC FORUM SOCIAL MEDIA POLICY (DRAFT)
2. RESOLUTION 25-63-R
3. HANDBOOK OF RULES AND PROCEDURES (AMENDED)
4. HANDBOOK OF RULES AND PROCEDURES (REDLINE)

ATTACHMENTS:

1. Handbook of Rules and Procedures-Amended
2. Handbook Resolution 25-63-R
3. Handbook of Rules and Procedures-Redline
4. Limited Public Forum Social Media Policy

HANDBOOK OF RULES AND PROCEDURES

HANFORD CITY COUNCIL



PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Hanford established the Handbook of Rules and Procedures contained therein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, Commissions, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Hanford."

Adopted: June 21, 2016

Resolution: 16-31-R

Amended: June 6, 2017

Resolution: 17-34-R

Amended: August 15, 2017

Resolution: 17-44-R

Amended: July 7, 2020

Resolution: 20-14-R

Amended: November 7, 2023

Resolution: 23-46-R

Amended: April 15, 2025

Resolution: 25-13-R

Amended: November 4, 2025

Resolution: 25-63-R

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CHAPTER 1 GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF HANFORD

The City of Hanford has a City Council/City Manager form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Hanford City Government. The Council is responsible to the citizens for:

- Establishing community-wide goals that address short- and long-range needs.
- Formulating policies that define a course of action that shape city operations.
- Providing quality services within available resources.
- Acting as a link between the professional staff and local citizens.

City Council members are local leaders. The electorate expects the Council to set the tone and direction for municipal operations. Strategic planning and goal setting are the tools that enable a Council to define their vision and determine methods for accomplishing their goals.

The administrative responsibility of the City rests with the City Manager, who is appointed by the City Council. The City Manager has the responsibility to apply and administer Council's policies through the day-to-day operation of the City. The City Manager is the chief administrative officer of the city and directs the totality of city operations.

Teamwork between the Council and the City Manager is a key element of the council-manager form of government. The pooling of skills is essential to resolve the many complex problems that face the City today. The council-manager form of government seeks to enhance the effectiveness of local policy-making and municipal operations by bringing together skilled lawmakers, community representatives, and experts in municipal administration and management.

B. COUNCIL ELECTIONS

The City Council consists of five (5) members, elected by district. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

C. VACANCIES

Vacancies on the City Council shall be filled in accordance with California Government Code 36512.

California Government Code Section 36502 specifies the conditions under which a vacancy occurs.

D. MAYOR/VICE MAYOR SELECTION

Following a General Municipal Election, the Mayor and Vice-Mayor shall be selected at the meeting where election results are confirmed, and the new City Council members are seated. (This meeting will either be in late November or early December).

In alternating years (i.e. when there is no General Municipal Election) the Mayor and Vice-Mayor shall be selected at the first Regular City Council meeting in December. The selection process is conducted pursuant to Robert's Rules of Order as Rosenberg's Rules is silent on the matter.

Consistent with Robert's Rules, the City Attorney shall oversee the nominations and elections of the Mayor and Vice-Mayor. Council members may nominate one or more candidates. The different names shall be repeated by the City Attorney as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nominations need not be seconded. These positions typically serve a period of one (1) year.

Although the Mayor and the Vice-Mayor have additional ceremonial, parliamentary and administrative responsibilities as described below and elsewhere in this Handbook, with respect to the establishment of policies, voting, and in other significant areas, all members are equal.

E. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Hanford for all ceremonial purposes and by the Governor for military purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said

presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

F. VICE MAYOR

In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his/her presence. The Vice Mayor shall also sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

G. COMPENSATION

Salaries for the City Council Members may be fixed in accordance with Section 36516 of the Government Code of the State of California. Council Members may be reimbursed for actual and necessary expenses incurred in the performance of their official duties as allowed by Government Code Section 36514 and any resolutions or ordinances adopted by the City.

H. CITY MANAGER

The City Manager, appointed by the City Council, is responsible for the overall administration of the City in response to the policies and programs established by the City Council. The City Manager is responsible for forecasting the program and service needs of the City and its related financial, personnel, and capital improvement requirements. The City Manager is a significant liaison with the community and other levels of government.

I. CITY CLERK

The City Clerk is appointed by the City Manager and is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). The City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all city departments, and the general public rely on for information regarding the operations and legislative history of the city. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. The City Clerk provides clerical support to the City Council.

J. CITY ATTORNEY

The City Attorney, appointed by the City Council, is responsible for providing necessary legal services and guidance to the City Council, the City Manager, department heads, and city boards, commissions and committees to ensure that city functions are performed on a sound legal basis.

In the event that it is deemed necessary and in the best interest of the City to contract for either Special or Conflict Counsel to act in the place of the City Attorney, the City Manager shall bring forth a recommendation to the City Council for approval at a regular or special meeting and be designated to execute the necessary documentation to facilitate those contracts. If outside legal counsel is required due to a reason other than a conflict of interest affecting the City Attorney, the City Manager shall confer with the City Attorney regarding the hiring of Special Counsel.

Communications from the City Attorney's Office may be confidential and shall be treated as attorney-client privilege. Only the City Council, as an entire body, may waive the privilege, and not individual Council Members.

During the normal course of a Council Member carrying out the duties of office, it is common practice to discuss issues or ask questions of city staff, including the City Attorney. For the purpose of this policy statement, the intent is to regulate an individual Council Member's authority to cause work to be performed by the City Attorney.

When an individual Council Member poses a question to the City Attorney, the City Attorney shall estimate the amount of time required to answer the question. In the event the City Attorney believes the amount of time for research involved in answering the question will generate a bill in excess of \$600.00, the City Attorney will notify the Council Member that the answer will exceed policy limitations. If the submitting Council Member continues to seek an answer to the question, the Council Member will pose the question to the Council, as a body, at a Council Meeting and must obtain a consensus of the majority of the Council Members present at the meeting in order for the City Attorney to work on the question.

Legal work involving questions or inquiries that require less than \$2,500.00, per year, in billable hours by the City Attorney may be authorized by the submitting Council Member without the need of obtaining the Council's approval.

K. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Manager provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

L. MUNICIPAL CODE

The Hanford Municipal Code sets forth the regulatory, penal and administrative laws of general application to the city. These laws are enforceable by the City, and violation constitutes a misdemeanor or infraction.

Other directives and policies of the City Council are recorded in resolutions or by minute action of the Council.

M. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. *No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager.*

The City Council shall deal with the Office of the City Attorney only through the City Attorney or his/her designees, except for the purpose of inquiry, and neither the City Council nor any member thereof, may give orders to subordinates of the City Attorney without the City Attorney's consent.

CHAPTER 2 CITY COUNCIL MEETINGS

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from time to time or adopt new rules as it deems necessary. The City of Hanford shall follow Rosenberg's Rules of Order and incorporate the procedures set forth in this chapter.

The City Attorney acts as the parliamentarian and advises the Mayor when points of order are raised.

B. REGULAR MEETINGS

Regular meetings of the City Council shall be open to the public and held on the first and third Tuesdays of every month, at the hour of 7:00 p.m. The business to be considered during the council meeting is detailed on a printed agenda. State law (the Ralph M. Brown Act) requires that public notice be given at least 72 hours before the regular meeting indicating the time and place of the meeting. An agenda of each meeting is posted at City Hall. Regular meetings may be adjourned or continued to a specified time and place.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting or the meeting may be cancelled.

C. SPECIAL MEETINGS

A special meeting may be ordered whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided at least 24 hours prior to the time of the meeting pursuant to State law.

Ordinances **may not** be adopted at special meetings; only urgency ordinances may be adopted at such meetings. Items not listed on the agenda shall not be considered at the special meeting.

D. STUDY SESSIONS

The City Council may meet in a "study session" for the purpose of acquiring information on a particular subject(s) and collaborating with the public through individual public comment periods. These sessions are considered special meetings and shall be open to the public and comply with the Brown Act. Additionally, as special meetings, Council may act upon an item contained in the

agenda and may provide formal direction to staff consistent with the agenda wording for each item.

E. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.

The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and may be required to disclose action taken, if any.

Closed sessions may be held to discuss certain matters specified by law, including:

- Personnel matters to consider the appointment, employment, performance, or dismissal of a public employee
- Matters of national and public safety
- Labor negotiations
- License applications by persons with criminal records
- Real estate negotiations
- Anticipated litigation

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence in accordance with Government Code section 54963. No mention of information in these materials should be made to anyone unless allowed by this statute.

If the City Council in closed session has provided direction to city staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. A Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential

closed session discussions, without first receiving authorization from the legislative body.

F. EMERGENCY MEETINGS

Emergency meetings may be called by the City Council with one-hour notice to its members and local news media. The City Council **may not** meet in closed session during an emergency meeting. Except for the 24-hour notice requirement, the special meeting requirements set forth above shall apply in emergency meetings.

G. AGENDA

In order to facilitate the orderly conduct of the business of the citizens of Hanford, the City Manager and City Clerk shall set the agenda, in addition to any direction by the City Council. The City Clerk shall arrange such matters as may have been timely provided, for inclusion in the agenda. Copies of the agenda are available at City Hall and at the council meeting, as well as posted on the city's website.

H. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Vice Mayor. In the absence of the Mayor and Vice Mayor, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Vice Mayor, or until adjournment of the meeting.

I. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances require at least three affirmative votes. Approval of resolutions and all orders for the payment of money also require an affirmative vote by a majority of the entire Council.

J. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

K. RULES OF DISCUSSION

1. Motions

Action items listed on the council agenda in accordance with applicable law or added as an action item on a council agenda, in accordance with applicable law, may be voted on by the council.

Following a presentation of the item by staff, the Mayor will open discussion to the City Council for questions and comments. When there appears to be no further discussion or all of the Council Members have had the opportunity to speak, the Mayor may call for a motion.

Motions may be made by any member of the council, including the presiding officer, providing that before a motion is offered by the presiding officer, the opportunity for making a motion should be offered to the other members of the council. Any member of the council, other than the person offering the motion, may second a motion. Following a motion and a second, and any further discussion, the Mayor shall call upon the City Clerk for the vote.

2. Voting

The City Council utilizes an electronic voting system. In the absence of an electronic voting system, the clerk shall ask for votes by “voice vote” on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Unless a Council Member states that he or she is not voting, silence shall be recorded as an affirmative vote. The Presiding Officer shall announce the results of the vote.

A majority, also known as a simple majority, is a subset of a group that is more than half of the members present.

A two-thirds majority means that two-thirds of the quorum must agree to the proposition. It is much stronger than a simple requirement. In the event of an absence the vote would have to be unanimous.

3. Abstention/Recuse: Conflict of Interest

Council Members shall disqualify themselves if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. The disqualified Council Member shall leave the Council dais and exit the Chambers to the West Wing room until

the conclusion of the agenda item unless applicable State law or regulations permit otherwise.

It should be noted, however, a Council Member may speak as a member of the public, on his/her own behalf – as opposed to on behalf of someone else – on a matter that directly affects his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she could address the Council, speaking to what the impact would be to his/her property.

In some instances, a Council Member may determine that it is appropriate to abstain from voting on a matter even though no financial conflict of interest exists. If a City Council member abstains from voting, their vote will count as a negative. A Council Member is counted as present for quorum purposes, but his/her abstention is effectively a negative vote. For example, if a matter requires three affirmative votes for approval and one Council Member abstains, at least three other Council Members must cast affirmative votes for the matter to be approved.

4. Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

L. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. Interruptions:

A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein and/or the Mayor call the item to order.

2. Public Hearings:

Council Members should not speak to the merits of an issue, other than to ask questions, until the public comment has been closed.

N. ADJOURNMENT OF MEETING

Regular meetings shall conclude no later than 9:00 p.m., unless the time is extended by a majority consensus of the Council.

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

O. RECESS

At any point during a meeting the Mayor may call for a brief recess.

P. AGENDA ITEMS OUT OF ORDER

The Mayor may, with the consent of the City Council, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

Q. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are audio recorded, as well as special meetings. Workshops or meetings that require extensive interaction with the public, staff, and City Council may not be recorded if the length of the meeting is anticipated to be unusually long or if simultaneous discussions are expected to occur.

R. VIDEO RECORDINGS

All regular meetings (except closed sessions) of the City Council are video recorded, as well as any special meetings held in the Council Chambers. The City of Hanford allows the use of additional recordings as long as they are not being disruptive to the proceedings or to those in attendance. Any equipment being used should not block aisles, exits, or the view of others. If the use of equipment is determined to be disruptive by the legislative body, the use of said equipment may be banned. Council has identified an area against the East wall of the Chambers, just south of the Director's box, where all video camera equipment should be setup for recording.

S. AGENDA FORMAT FOR MEETINGS

The agenda format for the Hanford City Council will be prepared to allow for an efficient method to conduct city business. The format and order of business will be established by the City Clerk, unless modifications are approved by the City Council.

T. COMPONENTS OF MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda.

1. Public Comments

For regular meetings, this is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council, including matters listed on the meeting's agenda and other matters not appearing on the agenda. For special meetings, citizen comments are, pursuant to the Brown Act (Government Code § 54950, *et seq.*) limited to matters on the agenda, and public comment will be accepted **after** each agenda item. The Council cannot legally discuss or take official action on citizen requests that are introduced under this section.

This is also the time for citizens to comment on items listed under the Consent Calendar or General Business, or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing items will be heard at the time the item is discussed.

Each speaker will be allowed **three minutes**. As a courtesy, but not required, the speaker should state his/her name and provide their city of residence.

Any documents submitted by a member of the public to the City Clerk for the purposes of handing out to the City Council will be distributed and made a part of the record. The City Clerk will **not** read the documents out loud, but note who the correspondence was from.

2. Consent Calendar

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

3. Public Hearings

A public hearing is only required where a specific law or ordinance applicable to the item expressly requires a hearing or a hearing is required for constitutional reasons (usually to ensure "due process"). Sometimes the decision is made to hold a public hearing even though one is not required by law. In this case, the agenda documents will state that the public hearing is optional. Staff will open the item by providing a report, then the Mayor will open the hearing to public comments. Public comments are subject to the rules and regulation of the Hanford Municipal

Code. After closing public comments, the Mayor will allow the Council to provide questions or comments to the staff prior to making a motion. Once public comments are closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, public comments may be re-opened by a majority approval by the Council to hear new information.

4. General Business

Any other remaining items requiring action may be placed in this section. Items that do not need action, but are to provide informational or receive direction from the City Council may also be placed under General Business.

5. Council Reports/General Reports

Brief, information-only reports, from City Council and/or Staff may provide updates to the City Council on major events or projects that may be of public interest. This is also the time for Council members to provide committee reports and to report on any meetings attended at the City's expense.

6. Items for Future Agendas

Any Council Member may request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council by concurrence of a majority may direct the City Manager to put the item on a future agenda.

U. ORDINANCES

Ordinances are the laws of the municipality. City councils are given the power to pass ordinances by Government Code Section 37100 as long as those ordinances are not in conflict with the laws and Constitution of the State of California or the United States. Approval of an ordinance requires a first reading or introduction and a second reading and adoption, with at least five days between readings (except an urgency ordinance). The passage of an ordinance requires the affirmative votes of at least three (3) council members. The ordinance or a summary is then published in the local newspaper and becomes effective thirty (30) days later. The thirty (30) day time frame is known as a referendum period. A referendum period is required by state law and is a time frame in which any citizen can file a petition challenging the legality of a recently adopted ordinance. An ordinance is an action that can be repealed or amended only by a subsequent ordinance.

In matters deemed by the City Council to warrant immediate action to preserve peace, public safety or health, an urgency/emergency ordinance may be passed immediately upon introduction at either a regular or special meeting, and can be effective immediately.

V. RESOLUTIONS

A resolution sets forth the action of the council on certain types of policy, procedural, or administrative matters. It requires only one reading and may be changed by subsequent resolution.

W. RECOGNITIONS/PROCLAMATIONS

The City Council may recognize individuals, organizations, or activities during the meetings. Other organizations may also present recognitions to the City.

X. MINUTES

The City Council utilizes summary minutes, which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The audio recording may be used for reference, but it is not the official record of the meeting.

The City Clerk shall prepare the Minutes, and upon approval of the City Council, it shall become the official record.

Y. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or action until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda, the decision of which shall be factored upon the Council's decision on appeal.

CHAPTER 3 DECORUM

A. ENFORCEMENT OF DECORUM

The City Manager shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined by the Brown Act, whether it be a regular meeting, special meeting, or emergency meeting.

2. Council Dais

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and city staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well, unless invited by a Council Member to step forward. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

3. Usage of Electronic Communication Devices at the Dais

It shall be the policy of the City Council that City Council Members, and any other members of the City's Boards, Commissions, and Committees, shall not use electronic communications (i.e. text, emails) with anyone in the public, or between themselves, while at the dais and/or participating in a public meeting. Nothing in this policy shall preclude a Council Member from having their phone on the dais with them in the event of an emergency.

4. Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the city meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City Council,

be subject to ejection from the meeting per Government Code Section 54954.3(c).

5. Rules of Conduct and Safety

When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or to a silent mode.

6. Removal from the Council Chambers

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Government Code Section 54957.9.

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting; and,
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting; and,
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City Council; and,
- (d) Any other unlawful interference with the due and orderly course of said meeting.

C. COURTESY

1. Council Members

Council Members shall accord the utmost courtesy to each other, city employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

2. Public Speakers

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Public Comments section of the agenda. The right of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, and the acts or omissions of the City Council members. Criticisms that do not relate to city business will not be tolerated.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Public Comments may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is outside of the Council's jurisdiction, repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If, after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

D. DISCIPLINING A DISRUPTIVE MEMBER

If one member engages in disruptive behavior, it is the responsibility of the City Council to remind the disruptive member about their duties. The failure of the governing body to deal with a misbehaving member or commissioner can also have legal consequences for the locality. For example:

1. A City Council member or Commissioner that mistreats staff members by using inappropriate language, asking the staff member to perform personal tasks, hugging or touching staff in an inappropriate manner, etc. may be putting the locality at risk for a lawsuit alleging harassment or a hostile work environment. If the governing body does not take appropriate steps to avoid the appearance of agreement with the objectionable behavior of a fellow member or commissioner, the inappropriate behavior may be considered to have been sanctioned by the governing body.
2. A member that leaks a confidential legal opinion of the local government attorney can result in the loss of the attorney client privilege and with the loss of the attorney client privilege it is possible the opinion can be used in court against the locality. In order to protect the attorney client privilege the other members of the governing body need to take affirmative action against the member that leaked the opinion.

In some instances meeting one-on-one outside of a public meeting can rectify a misunderstanding or correct inappropriate behavior. The manner in which a situation is addressed may be on a case by case basis. If the behavior continues

or if the actions are more severe, the City Council may determine other methods of discipline.

The Mayor, with the approval by a majority of the Council, may remove a Commissioner from their seat. Similarly, a Council Member may be removed from his or her standing committee assignments as well as assignments to outside committees.

One of the most common forms of discipline is for the governing body to “censure” a fellow council member. A censure is a public statement condemning the member’s inappropriate behavior with the hopes of reforming him or her so that he or she will not behave in the same way again. Members can be censured for misconduct at meetings, failing to follow proper procedures, violating confidentiality, illegal or immoral conduct, absenteeism, lying, disloyalty, working against the organization, conspiracy, and violating other values that the Hanford City Council holds dear. With a consensus of the Council, a censure may be placed on a future agenda. Censures are then approved by a resolution.

E. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

F. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than city staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Public Comments, or by a project applicant/appellant pertaining to city business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Hand-held signs are permitted in the Council Chambers, but they cannot block the view of others in the audience or prevent the public from freely entering or exiting the room.

CHAPTER 4

PROCLAMATIONS, CERTIFICATES, AND OTHER ACCOLADES

A. PURPOSE

The purpose of this policy is to establish uniform procedures, criteria, and identify authority.

B. GUIDELINES

The following are basic guidelines for recognition.

Proclamations – Generally proclaims certain periods of time (days, weeks, or months) in honor of an event or activity. Proclamations also may recognize individuals for extraordinary contributions they have made to the community. They contain several biographical or informational paragraphs. Examples include Fire Prevention Week, Arbor Day, and American Red Cross Month.

Certificates – Certificates are prepared in response to the type of recognition desired and are to express appreciation for exemplary service or performance to individuals, teams, or organizations.

Other Tokens of Appreciation – These items include various forms of Hanford memorabilia and are distributed at the discretion of individual City Council Members, City Clerk or City Manager. For example, the City Clerk is often contacted for lapel pins and forwards them to the requesting parties.

C. POLICY

It is the policy of the City of Hanford to recognize individuals and/or organizations for their outstanding performance, or honor special events and dates with proclamations, certificates, plaques, or other tokens of appreciation in accordance with the criteria set forth below.

1. Request for proclamations, certificates or plaques from City Council Members, city departments, residents, and local organizations must be submitted to the City Clerk's office, in writing, at least two (2) weeks prior to the event.
2. Requests should specify:
 - (a) Reason why recognition should be granted; and
 - (b) Information that will assist the Mayor, City Council, or City Manager in arriving at a decision.
3. Requests by individuals or organizations for proclamations or certificates of recognition/appreciation are subject to approval by the

Mayor and City Manager. The Mayor and City Manager will determine if it will be presented at a City Council meeting or will direct the City Clerk to forward the accolade to the recipient.

4. All requests for plaques, framed certificates, or custom gifts to visiting officials/dignitaries, elected officials, individuals or organizations shall be approved by the Mayor and City Manager.
5. Individual Council Members shall have the discretion to direct the City Clerk to prepare certificates (not framed) or another token of appreciation that he or she will personally present.
6. Requests for plaques, gifts or awards to city employees for dedicated service to the city shall be approved by the City Manager.
7. The Mayor and City Manager shall have the discretion to determine the appropriate type of honor for special or unusual circumstances that may arise and may warrant deviation from this policy.

CHAPTER 5 ADMINISTRATIVE RULES

A. RULES AND PROCEDURES ADMINISTRATION

- 1. Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.
- 2. Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor bears the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.
- 3. City Attorney as Rules and Procedures Advisor** – With the consensus of a majority of the Council, the City Attorney may be directed to interpret the City Council's adopted Rules and Procedures and proposed changes.

B. CONFLICT WITH CITY MUNICIPAL CODE, ADMINISTRATION POLICIES, STATE OR FEDERAL LAW

If there is any conflict contained hereinabove with the City Municipal Code, Administration Policies, State or Federal Law, such laws shall prevail.

C. PERSONAL SOCIAL MEDIA USAGE

City elected and appointed officials are not prohibited from using social media platforms to express their opinions and views. However, postings and user profiles on an official's personal social media accounts must not state or imply that the views, conclusions, statements, or other content contained therein are official statements, positions, or communications of the City, or that they represent the views of the City. If it can reasonably be interpreted that the official is speaking on behalf of the City, the official shall provide a disclaimer on the account stating that their opinions and views do not reflect the opinions and views of the City (e.g., "The postings on this page are my own and do not represent the City of Hanford's positions, strategies, or opinions."). This disclaimer aids in protecting a City official's lawful rights, but the use of a disclaimer does not shield against discipline for violations of this policy.

If a City official's conduct on a social media platform adversely affects their performance or the performance of their fellow officials or is detrimental to the mission and function of the City, or otherwise adversely affects members of the public served by the City, City employees, or the City's interests, the City Council may take disciplinary action against the official. Disciplinary action against an official appointed by the Council may include removal from the body to which the official is appointed, and discipline of an elected official may include censure, as

defined in this Handbook.

Officials will not display the City of Hanford seal or other official City logos, emblems, or patches on their personal social media accounts.

City officials shall utilize non-work email addresses and phone numbers when establishing personal social media accounts.

The provisions of this section apply to all social media accounts utilized by City officials, including accounts that an official maintains for personal, non-City use and to accounts that an official utilizes to communicate with the public in his or her capacity as a City official.

RESOLUTION 25-63-R

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD AMENDING
THE HANDBOOK OF RULES AND PROCEDURES OF THE CITY COUNCIL OF THE
CITY OF HANFORD**

WHEREAS, a set of standards related to personal social media usage by elected and appointed City officials is a critical component of the City’s effort to implement social media standards for all users; and

WHEREAS, these standards of conduct protect the City’s brand reputation, further its mission, help build positive and trusting relationships between the City and community members, and contribute to a clear, consistent and effective voice when communicating about City projects, initiatives, changes, conflicts, shortcomings, successes and more; and

WHEREAS, this Handbook addition contains potential consequences for violations of these standards of conduct by elected and appointed officials; and

WHEREAS, this Handbook may be amended by resolution to modify or establish other policies relative to the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hanford does hereby approve the attached amended Handbook of Rules and Procedures.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2025 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

TRAVIS PADEN
MAYOR of the City of Hanford

Attest:

NATALIE CORRAL
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Natalie Corral, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Hanford held on the _____ day of _____, 2025.

Date: _____

City Clerk

HANDBOOK OF RULES AND PROCEDURES

HANFORD CITY COUNCIL



PREFACE

As provided by California Government Code Section 36813, the City Council of the City of Hanford established the Handbook of Rules and Procedures contained therein. The Handbook shall be in effect upon adoption by the City Council and shall remain in effect until such time as it is amended or new rules are adopted in the manner provided herein.

In addition to the Handbook of Rules and Procedures, the City Council has included in this document other information which may be useful to the City Council, Commissions, administrative staff, and the general public. This document is to be known as "The Handbook of Rules and Procedures of the City Council of the City of Hanford."

Adopted: June 21, 2016

Resolution: 16-31-R

Amended: June 6, 2017

Resolution: 17-34-R

Amended: August 15, 2017

Resolution: 17-44-R

Amended: July 7, 2020

Resolution: 20-14-R

Amended: November 7, 2023

Resolution: 23-46-R

Amended: April 15, 2025

Resolution: 25-13-R

Amended: November 4, 2025

Resolution 25-63-R

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CHAPTER 1 GENERAL INFORMATION, POWERS AND DUTIES

A. THE CITY OF HANFORD

The City of Hanford has a City Council/City Manager form of government.

Under this form of government, the elected City Council sets the policies for the operation of the Hanford City Government. The Council is responsible to the citizens for:

- Establishing community-wide goals that address short- and long-range needs.
- Formulating policies that define a course of action that shape city operations.
- Providing quality services within available resources.
- Acting as a link between the professional staff and local citizens.

City Council members are local leaders. The electorate expects the Council to set the tone and direction for municipal operations. Strategic planning and goal setting are the tools that enable a Council to define their vision and determine methods for accomplishing their goals.

The administrative responsibility of the City rests with the City Manager, who is appointed by the City Council. The City Manager has the responsibility to apply and administer Council's policies through the day-to-day operation of the City. The City Manager is the chief administrative officer of the city and directs the totality of city operations.

Teamwork between the Council and the City Manager is a key element of the council-manager form of government. The pooling of skills is essential to resolve the many complex problems that face the City today. The council-manager form of government seeks to enhance the effectiveness of local policy-making and municipal operations by bringing together skilled lawmakers, community representatives, and experts in municipal administration and management.

B. COUNCIL ELECTIONS

The City Council consists of five (5) members, elected by district. Each Council Member serves four-year staggered terms, without limit. Elected Officials serve until his/her successor has been elected and qualified. Elections are held in November of even numbered years.

C. VACANCIES

Vacancies on the City Council shall be filled in accordance with California Government Code 36512.

California Government Code Section 36502 specifies the conditions under which a vacancy occurs.

D. MAYOR/VICE MAYOR SELECTION

Following a General Municipal Election, the Mayor and Vice-Mayor shall be selected at the meeting where election results are confirmed, and the new City Council members are seated. (This meeting will either be in late November or early December).

In alternating years (i.e. when there is no General Municipal Election) the Mayor and Vice-Mayor shall be selected at the first Regular City Council meeting in December. The selection process is conducted pursuant to Robert's Rules of Order as Rosenberg's Rules is silent on the matter.

Consistent with Robert's Rules, the City Attorney shall oversee the nominations and elections of the Mayor and Vice-Mayor. Council members may nominate one or more candidates. The different names shall be repeated by the City Attorney as they are made, and then the vote is taken on each in the order in which they were nominated, until one is elected. The nominations need not be seconded. These positions typically serve a period of one (1) year.

Although the Mayor and the Vice-Mayor have additional ceremonial, parliamentary and administrative responsibilities as described below and elsewhere in this Handbook, with respect to the establishment of policies, voting, and in other significant areas, all members are equal.

E. MAYOR AS PRESIDING OFFICER AND DUTIES THERETO

The Mayor shall be recognized as the official head of the City of Hanford for all ceremonial purposes and by the Governor for military purposes. In the time of public danger or emergency, the Mayor may, with the consent of the City Council, cause order to be maintained and enforce laws. The Mayor shall act as the Presiding Officer at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the City Council. The Mayor may move, second, and debate from the Chair, subject to such limitations of debate as are imposed on all Council Members by these rules and shall not be deprived of any of the rights and privileges of a Council Member as such Presiding Officer. The Mayor shall possess no veto power.

The Mayor shall preserve strict order and decorum at all times. The Mayor shall state each item coming before the City Council, and shall upon conclusion of said

presentation related thereto call for the vote. Following the vote, the Mayor shall announce the results of the vote. The Mayor is eligible to vote on all motions, and shall direct the order of participation of Council Members. The Mayor shall, in all instances, have the last chance to speak. The Mayor shall sign all ordinances and resolutions adopted by the City Council during the Mayor's presence. The Mayor shall sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

F. VICE MAYOR

In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his/her presence. The Vice Mayor shall also sign all agreements and/or contracts, except where otherwise instructed or set forth by policy.

G. COMPENSATION

Salaries for the City Council Members may be fixed in accordance with Section 36516 of the Government Code of the State of California. Council Members may be reimbursed for actual and necessary expenses incurred in the performance of their official duties as allowed by Government Code Section 36514 and any resolutions or ordinances adopted by the City.

H. CITY MANAGER

The City Manager, appointed by the City Council, is responsible for the overall administration of the City in response to the policies and programs established by the City Council. The City Manager is responsible for forecasting the program and service needs of the City and its related financial, personnel, and capital improvement requirements. The City Manager is a significant liaison with the community and other levels of government.

I. CITY CLERK

The City Clerk is appointed by the City Manager and is the local official for elections, local legislation, the Public Records Act, the Political Reform Act, and the Brown Act (open meeting laws). The City Clerk, in consultation with the City Attorney, ensures that actions are in compliance with all federal, state and local statutes and regulations and that all actions are properly executed, recorded, and archived.

The statutes of the State of California prescribe the basic functions and duties of the City Clerk, and the Government Code and Election Code provide precise and specific responsibilities and procedures to follow.

The Office of the City Clerk is a service department within the municipal government upon which the City Council, all city departments, and the general public rely on for information regarding the operations and legislative history of the city. The City Clerk serves as the liaison between the public and City Council and provides related municipal services. The City Clerk provides clerical support to the City Council.

J. CITY ATTORNEY

The City Attorney, appointed by the City Council, is responsible for providing necessary legal services and guidance to the City Council, the City Manager, department heads, and city boards, commissions and committees to ensure that city functions are performed on a sound legal basis.

In the event that it is deemed necessary and in the best interest of the City to contract for either Special or Conflict Counsel to act in the place of the City Attorney, the City Manager shall bring forth a recommendation to the City Council for approval at a regular or special meeting and be designated to execute the necessary documentation to facilitate those contracts. If outside legal counsel is required due to a reason other than a conflict of interest affecting the City Attorney, the City Manager shall confer with the City Attorney regarding the hiring of Special Counsel.

Communications from the City Attorney's Office may be confidential and shall be treated as attorney-client privilege. Only the City Council, as an entire body, may waive the privilege, and not individual Council Members.

During the normal course of a Council Member carrying out the duties of office, it is common practice to discuss issues or ask questions of city staff, including the City Attorney. For the purpose of this policy statement, the intent is to regulate an individual Council Member's authority to cause work to be performed by the City Attorney.

When an individual Council Member poses a question to the City Attorney, the City Attorney shall estimate the amount of time required to answer the question. In the event the City Attorney believes the amount of time for research involved in answering the question will generate a bill in excess of \$600.00, the City Attorney will notify the Council Member that the answer will exceed policy limitations. If the submitting Council Member continues to seek an answer to the question, the Council Member will pose the question to the Council, as a body, at a Council Meeting and must obtain a consensus of the majority of the Council Members present at the meeting in order for the City Attorney to work on the question.

Legal work involving questions or inquiries that require less than \$2,500.00, per year, in billable hours by the City Attorney may be authorized by the submitting Council Member without the need of obtaining the Council's approval.

K. TRIANGLE OF POLICY, PROCESS & PRODUCT

The City Council establishes the Policy—establishing vision and direction for the community's future.

The City Clerk, in consultation with the City Attorney oversees the Process—ensuring that the decision-making process complies with federal, state, and local regulation and that it is properly recorded.

The City Manager provides the Product—which is the primary reason for the existence of local government: to provide services to the taxpayer that the taxpayers cannot (or will not) provide for themselves.

L. MUNICIPAL CODE

The Hanford Municipal Code sets forth the regulatory, penal and administrative laws of general application to the city. These laws are enforceable by the City, and violation constitutes a misdemeanor or infraction.

Other directives and policies of the City Council are recorded in resolutions or by minute action of the Council.

M. INTERFERENCE IN STAFF FUNCTIONS

The City Council shall deal with the administrative services of the City through the City Manager, except for the purpose of inquiry, and neither the City Council nor any member thereof, shall give orders to subordinates of the City Manager. *No member of the City Council shall publicly criticize or censure any staff member of the City, and shall instead relay any criticism of a staff member privately through the City Manager.*

The City Council shall deal with the Office of the City Attorney only through the City Attorney or his/her designees, except for the purpose of inquiry, and neither the City Council nor any member thereof, may give orders to subordinates of the City Attorney without the City Attorney's consent.

CHAPTER 2 CITY COUNCIL MEETINGS

A. RULES OF ORDER

The City Council shall determine its own rules of order and amend them from time to time or adopt new rules as it deems necessary. The City of Hanford shall follow Rosenberg's Rules of Order and incorporate the procedures set forth in this chapter.

The City Attorney acts as the parliamentarian and advises the Mayor when points of order are raised.

B. REGULAR MEETINGS

Regular meetings of the City Council shall be open to the public and held on the first and third Tuesdays of every month, at the hour of 7:00 p.m. The business to be considered during the council meeting is detailed on a printed agenda. State law (the Ralph M. Brown Act) requires that public notice be given at least 72 hours before the regular meeting indicating the time and place of the meeting. An agenda of each meeting is posted at City Hall. Regular meetings may be adjourned or continued to a specified time and place.

Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting may be held at the same hour on the next succeeding day, not a holiday, as if it were a regular meeting or the meeting may be cancelled.

C. SPECIAL MEETINGS

A special meeting may be ordered whenever the public business may require it or upon the request from three members of the City Council. Whenever a special meeting shall be called, notice of such meeting shall be provided at least 24 hours prior to the time of the meeting pursuant to State law.

Ordinances **may not** be adopted at special meetings; only urgency ordinances may be adopted at such meetings. Items not listed on the agenda shall not be considered at the special meeting.

D. STUDY SESSIONS

The City Council may meet in a "study session" for the purpose of acquiring information on a particular subject(s) and collaborating with the public through individual public comment periods. These sessions are considered special meetings and shall be open to the public and comply with the Brown Act. Additionally, as special meetings, Council may act upon an item contained in the

agenda and may provide formal direction to staff consistent with the agenda wording for each item.

E. CLOSED SESSIONS

Consistent with Government Code Section 54954.2 the Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.

The general subject matter for consideration shall be expressed in an open meeting before such session is held. After closed session the legislative body must reconvene to open session and may be required to disclose action taken, if any.

Closed sessions may be held to discuss certain matters specified by law, including:

- Personnel matters to consider the appointment, employment, performance, or dismissal of a public employee
- Matters of national and public safety
- Labor negotiations
- License applications by persons with criminal records
- Real estate negotiations
- Anticipated litigation

The legislative body in a closed session can consider only matters covered in its agenda descriptions. City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence in accordance with Government Code section 54963. No mention of information in these materials should be made to anyone unless allowed by this statute.

If the City Council in closed session has provided direction to city staff on proposed terms and conditions for any type of negotiations whether it be related to property acquisition or disposal, a proposed or pending claims or litigation, and/or employee negotiations, all contact with the other party should be by the designated representative handling the negotiations or litigation. A Council Member should not have any contact or discussions with the other party or its representative(s) involved concerning the negotiation during this time and not communicate any discussion conducted in closed sessions. All public statements, information, press releases, should be handled by the designated representative or spokesperson.

Government Code Section 54963 (a) – (f) outlines the injunctive relief and disciplinary actions that may be imposed on those who divulge confidential

closed session discussions, without first receiving authorization from the legislative body.

F. EMERGENCY MEETINGS

Emergency meetings may be called by the City Council with one-hour notice to its members and local news media. The City Council **may not** meet in closed session during an emergency meeting. Except for the 24-hour notice requirement, the special meeting requirements set forth above shall apply in emergency meetings.

G. AGENDA

In order to facilitate the orderly conduct of the business of the citizens of Hanford, the City Manager and City Clerk shall set the agenda, in addition to any direction by the City Council. The City Clerk shall arrange such matters as may have been timely provided, for inclusion in the agenda. Copies of the agenda are available at City Hall and at the council meeting, as well as posted on the city's website.

H. CALL TO ORDER

The meetings of the City Council shall be called to order by the Mayor, or in the Mayor's absence, by the Vice Mayor. In the absence of the Mayor and Vice Mayor, the meeting shall be called to order by the most senior Council Member present. This person shall serve as the Council's presiding officer until the arrival of the Mayor or Vice Mayor, or until adjournment of the meeting.

I. QUORUM

Three members of the City Council shall constitute a quorum for the transaction of business. A majority of a quorum shall be sufficient to pass any action taken by the City Council except on such matters, which, by law, require a greater majority. All ordinances require at least three affirmative votes. Approval of resolutions and all orders for the payment of money also require an affirmative vote by a majority of the entire Council.

J. LACK OF QUORUM

If a majority of the City Council are absent from any meeting, the remaining members of the City Council may declare the meeting adjourned or if no member of the City Council is present, the City Clerk may adjourn the meeting. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced. A copy of the order of adjournment must be posted within 24 hours after the adjournment, at or near the door of the place where the meeting was held.

K. RULES OF DISCUSSION

1. Motions

Action items listed on the council agenda in accordance with applicable law or added as an action item on a council agenda, in accordance with applicable law, may be voted on by the council.

Following a presentation of the item by staff, the Mayor will open discussion to the City Council for questions and comments. When there appears to be no further discussion or all of the Council Members have had the opportunity to speak, the Mayor may call for a motion.

Motions may be made by any member of the council, including the presiding officer, providing that before a motion is offered by the presiding officer, the opportunity for making a motion should be offered to the other members of the council. Any member of the council, other than the person offering the motion, may second a motion. Following a motion and a second, and any further discussion, the Mayor shall call upon the City Clerk for the vote.

2. Voting

The City Council utilizes an electronic voting system. In the absence of an electronic voting system, the clerk shall ask for votes by “voice vote” on all matters before it, unless a roll call vote is required by law or is requested by the Mayor. Unless a Council Member states that he or she is not voting, silence shall be recorded as an affirmative vote. The Presiding Officer shall announce the results of the vote.

A majority, also known as a simple majority, is a subset of a group that is more than half of the members present.

A two-thirds majority means that two-thirds of the quorum must agree to the proposition. It is much stronger than a simple requirement. In the event of an absence the vote would have to be unanimous.

3. Abstention/Recuse: Conflict of Interest

Council Members shall disqualify themselves if they have a financial conflict of interest or any other disqualification prescribed by law in a matter before the City Council. In such event, they may not participate in the discussion or the vote. Council Members shall state the specific reason for such disqualification. The disqualified Council Member shall leave the Council dais and exit the Chambers to the West Wing room until

the conclusion of the agenda item unless applicable State law or regulations permit otherwise.

It should be noted, however, a Council Member may speak as a member of the public, on his/her own behalf – as opposed to on behalf of someone else – on a matter that directly affects his/her financial interest even when conflicted out. Thus, while a Council Member would have to disqualify him/herself on a matter affecting a piece of property in which the Council Member has a financial interest, he/she could address the Council, speaking to what the impact would be to his/her property.

In some instances, a Council Member may determine that it is appropriate to abstain from voting on a matter even though no financial conflict of interest exists. If a City Council member abstains from voting, their vote will count as a negative. A Council Member is counted as present for quorum purposes, but his/her abstention is effectively a negative vote. For example, if a matter requires three affirmative votes for approval and one Council Member abstains, at least three other Council Members must cast affirmative votes for the matter to be approved.

4. Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

L. RECOGNITION TO SPEAK, COUNCIL MEMBER

Every Council Member desiring to speak shall address the Mayor and, upon recognition by the Mayor, shall confine his or her remarks to the item coming before the City Council.

1. Interruptions:

A Council Member, once recognized, may voice concerns, comments or ask staff to provide explanation or clarification of the item before the City Council, without interruption, unless out of order with the rules and procedures established herein and/or the Mayor call the item to order.

2. Public Hearings:

Council Members should not speak to the merits of an issue, other than to ask questions, until the public comment has been closed.

N. ADJOURNMENT OF MEETING

Regular meetings shall conclude no later than 9:00 p.m., unless the time is extended by a majority consensus of the Council.

The Mayor shall adjourn the meeting. In the instance of the lateness of the hour the Mayor may also adjourn the meeting to a date and time specific to continue discussions on either the remainder of the agenda or on a specific item for discussion.

O. RECESS

At any point during a meeting the Mayor may call for a brief recess.

P. AGENDA ITEMS OUT OF ORDER

The Mayor may, with the consent of the City Council, modify the order of the agenda at the meeting, if such modifications would promote fluidity in the process and discussions.

Q. AUDIO RECORDINGS

All regular meetings (except closed sessions) of the City Council are audio recorded, as well as special meetings. Workshops or meetings that require extensive interaction with the public, staff, and City Council may not be recorded if the length of the meeting is anticipated to be unusually long or if simultaneous discussions are expected to occur.

R. VIDEO RECORDINGS

All regular meetings (except closed sessions) of the City Council are video recorded, as well as any special meetings held in the Council Chambers. The City of Hanford allows the use of additional recordings as long as they are not being disruptive to the proceedings or to those in attendance. Any equipment being used should not block aisles, exits, or the view of others. If the use of equipment is determined to be disruptive by the legislative body, the use of said equipment may be banned. Council has identified an area against the East wall of the Chambers, just south of the Director's box, where all video camera equipment should be setup for recording.

S. AGENDA FORMAT FOR MEETINGS

The agenda format for the Hanford City Council will be prepared to allow for an efficient method to conduct city business. The format and order of business will be established by the City Clerk, unless modifications are approved by the City Council.

T. COMPONENTS OF MEETING

The following sections of a regular meeting agenda shall set forth the guidelines of decorum for each respective section of the agenda.

1. Public Comments

For regular meetings, this is the time for citizens to comment on subject matters within the jurisdiction of the Hanford City Council, including matters listed on the meeting's agenda and other matters not appearing on the agenda. For special meetings, citizen comments are, pursuant to the Brown Act (Government Code § 54950, *et seq.*) limited to matters on the agenda, and public comment will be accepted **after** each agenda item. The Council cannot legally discuss or take official action on citizen requests that are introduced under this section.

This is also the time for citizens to comment on items listed under the Consent Calendar or General Business, or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Public Hearing items will be heard at the time the item is discussed.

Each speaker will be allowed **three minutes**. As a courtesy, but not required, the speaker should state his/her name and provide their city of residence.

Any documents submitted by a member of the public to the City Clerk for the purposes of handing out to the City Council will be distributed and made a part of the record. The City Clerk will **not** read the documents out loud, but note who the correspondence was from.

2. Consent Calendar

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

3. Public Hearings

A public hearing is only required where a specific law or ordinance applicable to the item expressly requires a hearing or a hearing is required for constitutional reasons (usually to ensure "due process"). Sometimes the decision is made to hold a public hearing even though one is not required by law. In this case, the agenda documents will state that the public hearing is optional. Staff will open the item by providing a report, then the Mayor will open the hearing to public comments. Public comments are subject to the rules and regulation of the Hanford Municipal

Code. After closing public comments, the Mayor will allow the Council to provide questions or comments to the staff prior to making a motion. Once public comments are closed it is inappropriate for the public to speak except to answer an inquiry of a Council Member addressed through the Mayor. However, public comments may be re-opened by a majority approval by the Council to hear new information.

4. General Business

Any other remaining items requiring action may be placed in this section. Items that do not need action, but are to provide informational or receive direction from the City Council may also be placed under General Business.

5. Council Reports/General Reports

Brief, information-only reports, from City Council and/or Staff may provide updates to the City Council on major events or projects that may be of public interest. This is also the time for Council members to provide committee reports and to report on any meetings attended at the City's expense.

6. Items for Future Agendas

Any Council Member may request a matter which is not otherwise scheduled on a City Council agenda to be placed on a future agenda. The Council Member referring the item shall provide sufficient information as to the nature of the item. The City Council by concurrence of a majority may direct the City Manager to put the item on a future agenda.

U. ORDINANCES

Ordinances are the laws of the municipality. City councils are given the power to pass ordinances by Government Code Section 37100 as long as those ordinances are not in conflict with the laws and Constitution of the State of California or the United States. Approval of an ordinance requires a first reading or introduction and a second reading and adoption, with at least five days between readings (except an urgency ordinance). The passage of an ordinance requires the affirmative votes of at least three (3) council members. The ordinance or a summary is then published in the local newspaper and becomes effective thirty (30) days later. The thirty (30) day time frame is known as a referendum period. A referendum period is required by state law and is a time frame in which any citizen can file a petition challenging the legality of a recently adopted ordinance. An ordinance is an action that can be repealed or amended only by a subsequent ordinance.

In matters deemed by the City Council to warrant immediate action to preserve peace, public safety or health, an urgency/emergency ordinance may be passed immediately upon introduction at either a regular or special meeting, and can be effective immediately.

V. RESOLUTIONS

A resolution sets forth the action of the council on certain types of policy, procedural, or administrative matters. It requires only one reading and may be changed by subsequent resolution.

W. RECOGNITIONS/PROCLAMATIONS

The City Council may recognize individuals, organizations, or activities during the meetings. Other organizations may also present recognitions to the City.

X. MINUTES

The City Council utilizes summary minutes, which include the motions made, action taken, and a brief summary of council, staff and/or public comments. The audio recording may be used for reference, but it is not the official record of the meeting.

The City Clerk shall prepare the Minutes, and upon approval of the City Council, it shall become the official record.

Y. APPEALS

The filing of an appeal shall have the effect of staying the issuance of any permit or action until such time as the matter on appeal is resolved. If there are subsequent items to come before the Council that are subject to the outcome of the appeal, those items shall be listed following the item for appeal on the agenda, the decision of which shall be factored upon the Council's decision on appeal.

CHAPTER 3 DECORUM

A. ENFORCEMENT OF DECORUM

The City Manager shall designate the Chief of Police, or his/her designated representative as a sergeant-at-arms when necessary to attend City Council meetings for the purpose of maintaining order and decorum in the City Council Chambers, lobby, or other designated meeting location. Upon instructions from the Mayor, the sergeant-at-arms shall eject any person from the City Council Chambers, in conformance with State law.

B. CONDUCT IN THE CITY COUNCIL CHAMBERS

1. Council Chambers Defined

Council Chambers shall be, in addition to the usual and customary meeting location, any location or facility wherein a majority of the legislative body may meet for an open and public meeting as defined by the Brown Act, whether it be a regular meeting, special meeting, or emergency meeting.

2. Council Dais

The City Council seating area, most commonly referred to as the Council Dais is restricted to Council and city staff at all times. Loitering or the dissemination of materials are not permitted in the area directly in front of the City Council seating area, commonly referred to as the well, unless invited by a Council Member to step forward. Written or photographic materials are to be handed to the City Clerk for dissemination to the Council, and made part of the record.

3. Usage of Electronic Communication Devices at the Dais

It shall be the policy of the City Council that City Council Members, and any other members of the City's Boards, Commissions, and Committees, shall not use electronic communications (i.e. text, emails) with anyone in the public, or between themselves, while at the dais and/or participating in a public meeting. Nothing in this policy shall preclude a Council Member from having their phone on the dais with them in the event of an emergency.

4. Rules of Decorum for the Public

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the city meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City Council,

be subject to ejection from the meeting per Government Code Section 54954.3(c).

5. Rules of Conduct and Safety

When the City Council is in session, all persons present must preserve safety and order. Members of the public should sit in the seats provided, subject to ADA compliance, unless addressing the Council or entering or leaving the Council Chambers. Members of the public shall not block the aisles or exits in any manner. Members of the public should not bring audible equipment into the Council Chambers, including cellular phones or pagers, without first either turning said equipment off or to a silent mode.

6. Removal from the Council Chambers

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Government Code Section 54957.9.

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting; and,
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting; and,
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City Council; and,
- (d) Any other unlawful interference with the due and orderly course of said meeting.

C. COURTESY

1. Council Members

Council Members shall accord the utmost courtesy to each other, city employees and the public appearing before the City Council, and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statement as to motives and personalities.

2. Public Speakers

Members of the public have the right to attend City Council meetings and to address the City Council on specific agenda items and under the Public Comments section of the agenda. The right of the public to address the City Council includes their right to criticize the policies, procedures, programs, or services of the City, and the acts or omissions of the City Council members. Criticisms that do not relate to city business will not be tolerated.

While the City Council meeting is in session, all persons must preserve order and decorum. A person who addresses the City Council under a specific agenda item or under Public Comments may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is outside of the Council's jurisdiction, repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If, after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

D. DISCIPLINING A DISRUPTIVE MEMBER

If one member engages in disruptive behavior, it is the responsibility of the City Council to remind the disruptive member about their duties. The failure of the governing body to deal with a misbehaving member or commissioner can also have legal consequences for the locality. For example:

1. A City Council member or Commissioner that mistreats staff members by using inappropriate language, asking the staff member to perform personal tasks, hugging or touching staff in an inappropriate manner, etc. may be putting the locality at risk for a lawsuit alleging harassment or a hostile work environment. If the governing body does not take appropriate steps to avoid the appearance of agreement with the objectionable behavior of a fellow member or commissioner, the inappropriate behavior may be considered to have been sanctioned by the governing body.
2. A member that leaks a confidential legal opinion of the local government attorney can result in the loss of the attorney client privilege and with the loss of the attorney client privilege it is possible the opinion can be used in court against the locality. In order to protect the attorney client privilege the other members of the governing body need to take affirmative action against the member that leaked the opinion.

In some instances meeting one-on-one outside of a public meeting can rectify a misunderstanding or correct inappropriate behavior. The manner in which a situation is addressed may be on a case by case basis. If the behavior continues

or if the actions are more severe, the City Council may determine other methods of discipline.

The Mayor, with the approval by a majority of the Council, may remove a Commissioner from their seat. Similarly, a Council Member may be removed from his or her standing committee assignments as well as assignments to outside committees.

One of the most common forms of discipline is for the governing body to “censure” a fellow council member. A censure is a public statement condemning the member’s inappropriate behavior with the hopes of reforming him or her so that he or she will not behave in the same way again. Members can be censured for misconduct at meetings, failing to follow proper procedures, violating confidentiality, illegal or immoral conduct, absenteeism, lying, disloyalty, working against the organization, conspiracy, and violating other values that the Hanford City Council holds dear. With a consensus of the Council, a censure may be placed on a future agenda. Censures are then approved by a resolution.

E. NOISE IN THE LOBBY

Noise emanating from the lobby outside the City Council Chambers which disrupts City Council meetings shall not be permitted.

F. DISTRIBUTION OF LITERATURE AND OTHER MATERIALS IN CITY COUNCIL CHAMBERS

No person, other than city staff, shall distribute flyers, leaflets, placards or other literature or circulate any petition within the City Council Chambers.

Flyers, leaflets, placards or literature may only be distributed to the Council by a member of the public under Public Comments, or by a project applicant/appellant pertaining to city business as may be referenced on the agenda, by approaching the City Clerk and requesting such material be distributed on their behalf.

Hand-held signs are permitted in the Council Chambers, but they cannot block the view of others in the audience or prevent the public from freely entering or exiting the room.

CHAPTER 4

PROCLAMATIONS, CERTIFICATES, AND OTHER ACCOLADES

A. PURPOSE

The purpose of this policy is to establish uniform procedures, criteria, and identify authority.

B. GUIDELINES

The following are basic guidelines for recognition.

Proclamations – Generally proclaims certain periods of time (days, weeks, or months) in honor of an event or activity. Proclamations also may recognize individuals for extraordinary contributions they have made to the community. They contain several biographical or informational paragraphs. Examples include Fire Prevention Week, Arbor Day, and American Red Cross Month.

Certificates – Certificates are prepared in response to the type of recognition desired and are to express appreciation for exemplary service or performance to individuals, teams, or organizations.

Other Tokens of Appreciation – These items include various forms of Hanford memorabilia and are distributed at the discretion of individual City Council Members, City Clerk or City Manager. For example, the City Clerk is often contacted for lapel pins and forwards them to the requesting parties.

C. POLICY

It is the policy of the City of Hanford to recognize individuals and/or organizations for their outstanding performance, or honor special events and dates with proclamations, certificates, plaques, or other tokens of appreciation in accordance with the criteria set forth below.

1. Request for proclamations, certificates or plaques from City Council Members, city departments, residents, and local organizations must be submitted to the City Clerk's office, in writing, at least two (2) weeks prior to the event.
2. Requests should specify:
 - (a) Reason why recognition should be granted; and
 - (b) Information that will assist the Mayor, City Council, or City Manager in arriving at a decision.
3. Requests by individuals or organizations for proclamations or certificates of recognition/appreciation are subject to approval by the

Mayor and City Manager. The Mayor and City Manager will determine if it will be presented at a City Council meeting or will direct the City Clerk to forward the accolade to the recipient.

4. All requests for plaques, framed certificates, or custom gifts to visiting officials/dignitaries, elected officials, individuals or organizations shall be approved by the Mayor and City Manager.
5. Individual Council Members shall have the discretion to direct the City Clerk to prepare certificates (not framed) or another token of appreciation that he or she will personally present.
6. Requests for plaques, gifts or awards to city employees for dedicated service to the city shall be approved by the City Manager.
7. The Mayor and City Manager shall have the discretion to determine the appropriate type of honor for special or unusual circumstances that may arise and may warrant deviation from this policy.

CHAPTER 5 6

ADMINISTRATIVE RULES

A. RULES AND PROCEDURES ADMINISTRATION

- 1. Review of City Council Rules and Procedures** – The Council will review and revise the Handbook of Rules and Procedures as needed.
- 2. Adherence to Rules and Procedures** – During City Council discussions, deliberations and proceedings, the Mayor bears the primary responsibility to ensure that the City Council, staff and members of the public adhere to the Council's adopted protocol.
- 3. City Attorney as Rules and Procedures Advisor** – With the consensus of a majority of the Council, the City Attorney may be directed to interpret the City Council's adopted Rules and Procedures and proposed changes.

B. CONFLICT WITH CITY MUNICIPAL CODE, ADMINISTRATION POLICIES, STATE OR FEDERAL LAW

If there is any conflict contained hereinabove with the City Municipal Code, Administration Policies, State or Federal Law, such laws shall prevail.

C. PERSONAL SOCIAL MEDIA USAGE

City elected and appointed officials are not prohibited from using social media platforms to express their opinions and views. However, postings and user profiles on an official's personal social media accounts must not state or imply that the views, conclusions, statements, or other content contained therein are official statements, positions, or communications of the City, or that they represent the views of the City. If it can reasonably be interpreted that the official is speaking on behalf of the City, the official shall provide a disclaimer on the account stating that their opinions and views do not reflect the opinions and views of the City (e.g., "The postings on this page are my own and do not represent the City of Hanford's positions, strategies, or opinions."). This disclaimer aids in protecting a City official's lawful rights, but the use of a disclaimer does not shield against discipline for violations of this policy.

If a City official's conduct on a social media platform adversely affects their performance or the performance of their fellow officials or is detrimental to the mission and function of the City, or otherwise adversely affects members of the public served by the City, City employees, or the City's interests, the City Council may take disciplinary action against the official. Disciplinary action against an official appointed by the Council may include removal from the body to which the official is appointed, and discipline of an elected official may include censure, as defined in this Handbook.

Officials will not display the City of Hanford seal or other official City logos, emblems, or patches on their personal social media accounts.

City officials shall utilize non-work email addresses and phone numbers when establishing personal social media accounts.

The provisions of this section apply to all social media accounts utilized by City officials, including accounts that an official maintains for personal, non-City use and to accounts that an official utilizes to communicate with the public in his or her capacity as a City official.



WHERE TRADITION MEETS TOMORROW

CITY OF HANFORD

LIMITED PUBLIC FORUM SOCIAL MEDIA POLICY

I. PURPOSE AND APPLICATION

Social media is an increasingly important form of communication, information sharing, and community engagement for the City of Hanford. It should be approached and utilized in combination with other communication channels, both digital and non-digital, and in keeping with the City's branding and professional standards.

The purpose of this policy is to establish and maintain general standards and responsibilities for the acceptance and effective use of the City's social media platforms.

This policy applies to members of the public who comment or otherwise interact with the City through its social media channels.

A. Terms & Definitions

"Administrator" means the City Manager or the City Manager's designee, who is responsible for the City's social media use, management, oversight, and compliance.

"Social media" means Internet-based resources that integrate user-generated content and user participation, and allow for content publication, social interaction, and online community development across a large platform. These include but are not limited to social networking sites, mobile apps, microblogging sites, photo-based and video-sharing sites, wikis, blogs, news sites, and Internet-based messaging sites. For the purposes of this policy, the terms "social media account," "social media channel" and "social media site" are used interchangeably.

"Visitor" or "public user" means members of the public who read and otherwise use City social media accounts and channels.

II. SOCIAL MEDIA STANDARDS

A. General

1. The City's official website (<https://www.hanfordca.gov>) is and will remain the primary online source for all City information. Social media platforms shall be used in conjunction with the City's website whenever appropriate and generally shall be used to complement and extend the distribution of public information rather than serve as the primary source.

2. Social media is not acceptable as a primary method of information dissemination during an emergency. In matters of emergency, social media may be used to complement and extend the broadcast of information but only after adherence to standard emergency public information protocols.
3. No City department or City agency may establish or terminate a City social media identity, account, profile, page, or site without approval of the Administrator. All new social media tools proposed for City use shall require the same approval.
4. All official City social media profiles must clearly identify the pages as created and managed by the City and, if applicable, the individual department, agency, or division of the City.
5. When possible, posts to City social media accounts should include links directing users back to the City's official website for further information, online services, or official statements from the City (e.g., news releases, newsletters, and project and program webpages).
6. Only authorized users identified by the Administrator shall have permission to create, publish, post on, or remove a public post or comment from any official City social media channel. The Administrator will maintain a roster of approved users and shall have the authority to remove a user from said roster.
7. Public users of City social media channels should immediately encounter links to the City's official website and, when appropriate, links to the City webpage(s) of the specific agency or department related to the social media channel.

B. Mandatory Notices

The following disclaimer or a link to this policy shall appear on every social media official City account.

This account is intended to be a limited forum for communication and discussion between the City of Hanford and members of the public about specific topics. The City of Hanford reserves the right to remove inappropriate comments, including, without limitation, those comments that are not topically related, comments that are not protected speech under federal or state law, including, without limitation, profane or obscene language, sexual content, threats, defamatory statements, the encouragement of illegal activity, violations of the legal ownership interests of another party, solicitations of commerce, statements in support or opposition to political candidates or ballot propositions, content that promotes,

fosters, or perpetuates discrimination, information that may compromise the safety or security of the public or public systems, or other statements violating the City of Hanford Limited Public Forum Social Media Policy.

Any content posted may be subject to public disclosure upon request.

Activity on this account is subject to all applicable federal, state, and local laws regulations and policies.

The City disclaims any and all responsibility and liability for any statements posted by a public user to any City social media account. The public is advised that: (i) comments posted by a member of the public are the opinion of the commentator or poster only, and the posting of comments does not imply the City's endorsement or agreement, nor do public comments necessarily reflect the opinions or policies of the City; and (ii) the posts of public users that contain defamatory statements may result in injury to others, which may result in personal liability to the party posting a defamatory statement.

The City neither guarantees the authenticity, accuracy, appropriateness nor security of external links, websites, or content linked thereto.

All use of and comments on City social media sites by members of the public are governed by the City of Hanford Limited Public Forum Social Media Policy and may be hidden or removed if determined to be in violation of the Policy or otherwise warranted.

Statements posted by members of the public to the City's social media sites in no way constitute a form of statutory notice to the City. All statutory notices to the City must be provided and delivered to the City in the manner described by applicable law.

III. ADMINISTRATION

A full inventory of the City's official social media accounts shall be maintained by the Administrator.

The Administrator shall also maintain an up-to-date list of login and password information for all official City social media accounts and provide a copy of the same to the City's IT Division.

The Administrator may establish guidelines for password security for all social media accounts in addition and consistent with platform-specific password guidelines. All City accounts not in compliance with such password guidelines shall develop new, compliant passwords.

The Administrator may immediately edit or remove content from any of the City's social media accounts if it is determined by them that the content violates the policies in this document or represents a security risk (e.g., malware).

A. Editing and Removing City-Generated Posts from City Pages.

It is never the City's preference to remove City-generated content from its social media pages. In certain circumstances, however, it may be necessary to remove posts to ensure the provision of up-to-date and accurate information and compliance with this Policy. Whenever possible, City-generated posts should be edited rather than deleted. Any questions should be directed to the Administrator.

When it is not possible for a post to be edited or updated, City-generated social media posts may be removed from City pages under the following circumstances:

1. Information in the post is incorrect, contains spelling or grammatical errors, or is misleading.
2. The act of posting a separate retraction or update would not be a sufficient solution.
3. The post does not meet the requirements of this Policy.

Archiving shall occur before a comment is hidden or deleted.

When removing a post is warranted, a corrected version should be posted as soon as possible after deleting the original content.

B. Monitoring Public Comments.

Social media accounts encourage the exchange of information and ideas, allowing public users of City social media accounts to ask questions and voice their opinions. Some of these comments may be inappropriate and violate the terms of this Policy. The Administrator has the authority and ability to hide or remove a comment, post, photo, etc. and/or block visitors or public users, though this is not the City's preference and should only be done in a manner consistent with this Policy.

In cases where comments are hidden or removed, the individual commentator will receive a direct message explaining the relevant terms of this Policy and the reasons behind the removal. In such circumstances, public users should be invited to repost their comment in accordance with the City's policies.

The City will attempt to monitor comments on social media channels during work hours as time permits. Comments may only be hidden or removed if they violate this Policy. Before hiding or deleting a comment, the Administrator should verify the violation. If necessary, they will confer with the City Attorney. Once a violation is confirmed, the comment can be hidden/deleted, and the public user can be contacted.

Comments in violation of the City's policy should be hidden from the page to the extent feasible. If a social media platform does not offer a "hide" option, comments in violation of this Policy will be deleted. Archiving shall occur before a comment is hidden or deleted.

A public user may be blocked from the City's social media accounts for a period of thirty (30) calendar days if the user violates this Policy on three (3) separate occasions during a ninety (90) calendar day period. For purposes of counting violations, the Administrator will notify the user of a violation of this Policy. If a public user is blocked and is subsequently reinstated, the public user may be blocked for a period of one hundred eighty (180) calendar days if the public user violates this Policy on three (3) separate occasions within one (1) year of the user's reinstatement. If a public user is blocked twice and is subsequently reinstated, the public user may be blocked for a period of one (1) year after the user's second reinstatement if the user violates the Policy on three (3) separate occasions within one (1) year of the user's second reinstatement. A public user may be blocked for successive one (1) year periods if the user violates this Policy on three (3) separate occasions within one (1) year of a user's reinstatement.

Public users shall not be blocked and content on the City's social media accounts shall not be deleted simply because they are critical of the City or its officials or employees, or because the City or an authorized user dislikes what the content says or represents. Content may be deleted only when it violates this Policy.

C. Documentation.

The Administrator will have the authority to create the following, which are consistent with and complement this Policy, for each authorized social media channel to ensure threshold levels of activity, content quality, message uniformity, and brand integrity:

1. Channel-specific standard operating procedures.
2. City and departmental branding standards.
3. Overarching design standards.
4. Outline of intended purpose and use for each channel.

D. Approved Social Media Platforms.

Facebook

Instagram

X (formerly Twitter)

YouTube

Nextdoor

LinkedIn

TikTok

E. New Accounts Proposals.

Requests to develop new social media accounts, pages, or profiles or to employ a new social media platform that has not yet been approved should be made in writing to the Administrator. Proposals should outline the following information clearly and succinctly:

1. Name of channel and/or platform.
2. Rationale for development.
3. Proposed departmental manager for the channel.
4. Summary of the intended use, including types of content to be disseminated, proposed account name or handle, tentative posting schedule, standards for monitoring of comments, etc.

IV. SOCIAL MEDIA POSTING AND COMMENTING POLICY

The following governs all posts and comments on City social media sites.

A. Generally

Any individual accessing, browsing, and using a City social media site, whether as a visitor or an administrator, unequivocally accepts the policies (“Policies”) set forth in this document.

The City maintains the right to modify these Policies in any way without notice. Modification may include, without limitation, elimination of the public comment function from the City’s social media accounts. Any modification is effective immediately upon posting the modification on the City’s Social Media Policy webpage unless otherwise stated. Continued use of a City social media site following the posting of any modification signifies acceptance of such modification.

The City operates and maintains its social media sites as a public service to provide information about City programs, services, projects, policies, issues, events, and activities. The City assumes

no liability for any inaccuracies that associated social media platforms may contain and does not guarantee that City social media sites will be uninterrupted, permanent, or error-free.

A. Posting and Commenting

Although posts and comments are encouraged on City social media sites that allow posts and comments, these sites are limited public forums and are moderated by the Administrator. All posted content (e.g., comments, photos, links, etc.) must be related to the subject of the original post being commented upon.

The following limitations and restrictions apply to both the administration of City social media accounts and public user content (e.g., posts to pages, comments, etc.). The following activities are unacceptable and are prohibited on all of the City's social media accounts and shall be promptly hidden or removed:

1. Any use of social media that does not comply with federal, state, and local laws and regulations, or with the Policies set forth herein or elsewhere.
2. Profane, obscene, violent, or pornographic content or language, including, without limitation, sexually explicit images, cartoons, and jokes, that are not protected speech under federal or state law.
3. Any content that is fraudulent.
4. Content that is discriminatory on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental health disability, sexual orientation, or any other classification protected under state or federal law.
5. Political statements, messages, symbols, or other images, including, without limitation, content in support or opposition to political campaigns or ballot measures, except when sharing or otherwise communicating a formal action, endorsement, or policy position of the Hanford City Council.
6. Religious statements, including, without limitation, comments that endorse or oppose any type of religious opinions or activities.
7. Defamatory or personal attacks that are not protected speech under federal or state law.
8. Threats to any person or organization.
9. Encouragement of violence.

10. Solicitations of commerce, including, but not limited to, advertising of any business or product for sale except as allowed in City marketing plans or determined by the City to be essential to economic development.
11. Encouragement of illegal conduct.
12. Harassment or content that constitutes and/or facilitates stalking.
13. Conduct in violation of any federal, state, or local law.
14. Posts and comments not related to the original posted topic, including, without limitation, random or unintelligible comments.
15. Repetitive content.
16. Anything that contains confidential information or information that compromises the security of City networks or information systems.
17. Information that may tend to compromise the safety or security of City employees or facilities or the public.
18. Content that violates a legal ownership interest of another party, including, without limitation, intellectual property rights.
19. Content that violates the right to privacy.
20. Comments which may reasonably interfere with, inhibit, or compromise law enforcement investigations, police tactics, police responses to incidents, and/or the safety of police staff and officers.
21. Content that violates the terms of use governing the social media platform.
22. Hyperlinks to content prohibited under this Policy.

Additionally, the City is prohibited from doing any of the following:

1. Posting content that could reasonably be foreseen as creating a negative impact on the credibility of the City or its employees or which inhibits the City in carrying out its purpose or attaining its objectives.
2. Posting any personal grievance about the internal operations of the City or the specific conduct of supervisors or peers that may disrupt the workforce or interfere with the working relationships or efficient workflow.

Comments posted by public users are the opinion of the commentator or poster only, and the posting of comments does not imply the City's endorsement or agreement, nor do public comments

necessarily reflect the opinions or policies of the City. The City is not responsible or liable for any statements or content posted to a City social media account by a public user. Each public user shall be solely liable for the content that they post to the City's social media accounts.

The City does not claim or assert any ownership interest in any of the material posted by a public user, but, by posting or submission of any materials to a social media page of the City, a public user is granting the City a royalty-free, non-exclusive, and perpetual license to display it on the City's social media page in the City's sole discretion.

Public user communications made through City social media sites in no way constitute a form of legal or official notice or comment to the City. All statutory notices to the City must be provided and delivered to the City in the manner described by applicable law.

All content posted to the City's social media pages are bound by the Terms of Service of the corresponding service provider, and the City reserves the right to report any violation of such Terms of Service to the service provider for purposes responsive action.

B. Interacting with Other Social Media Accounts

Interacting with other social media accounts can be a useful tool in informing residents about City activities, policies, and issues. However, the Administrator should utilize sound judgment when interacting with non-City social media accounts because those interactions may be misinterpreted. "Interacting," as used herein, includes, but is not limited to, "like(s)," "post(s)," "comment(s)," "tweet(s)," or "following" on social media platforms. For example, "liking" or "re-posting" on Facebook and "following" or "re-tweeting" on X (formerly known as Twitter) can be perceived as an endorsement of that person, account, message, or thing. Similarly, "un-liking" or "un-following" can be perceived as a rejection of that person or thing. "Liking," or other connections between the City and another person or organization does not imply endorsement of that person or organization or that person's or organization's actions or comments

The City must do the following when interacting with non-City social media accounts:

1. Read all information in the original post and any other relevant post thoroughly before interacting with it to ensure that it enhances community knowledge about City activities, issues, policies, and priorities.
2. Interact with information that is consistent with the City's goals.
3. Clearly identify the external source of the information (e.g., post, tweet, link, etc.).

C. Links and Embedded Content

Links to other sites from City social media sites: The City may provide links to other websites or social media profiles as a resource to public users. However, once public users click on such links and leave the City's site, the Policies in this document no longer apply, and the City is not responsible for the content that appears on such pages.

Links by other entities to City social media sites: Advanced permission to link to City social media sites is unnecessary. However, entities or individuals linking to official City social media sites may not, in any way without advanced approval, suggest a relationship or affiliation with the City or that the City endorses, sponsors, supports, or recommends their organization, opinions, causes, events, products, services, or site content.

Embedded content from City social media sites on other sites: Use of material and information from the City's social media sites is subject to the intellectual property provisions below. Content embedded from any City social media site shall not be misrepresented in any way. The use of content embedded from City social media sites on third-party sites will not, in any way, imply the City's endorsement, support, sponsorship, or approval of the site without explicit City approval.

D. Intellectual Property Policy

Materials made available via City social media sites, including, without limitation, City seals, emblems, and logos, are the property of the City and are intended for informational purposes only. Any re-use, transmission, duplication, or distribution of any material found on an official City social media site may occur only with the City's written consent. Commercial use of material found on City social media sites is prohibited without the express written consent of the City. Material available on City social media sites may not be used for any non-governmental purpose.



AGENDA STAFF REPORT

MEETING DATE: 11/4/2025

AGENDA SECTION: GENERAL BUSINESS

SUBJECT:

Consider approval of an updated City Attorney Legal Services Contract with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a flat monthly fee of \$52,000 or consider alternatives, including issuance of a Request for Proposals.

RECOMMENDATION:

Recommendation: Consider approval of an updated City Attorney Legal Services Agreement with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford and authorize the Mayor to execute an updated agreement for a monthly flat fee of \$52,000 for "City Attorney Basic Services."
OR

Alternative Recommendation: Consider issuance of a Request for Proposals (RFP) for City Attorney Legal Services for city attorney basic services and/or litigation services.

Recommended Motion: I move to approve the updated City Attorney Legal Services Agreement with Griswold, LaSalle, Cobb, Dowd & Gin, L.L.P. and the City of Hanford, which is attached to the staff report, and authorize the Mayor to execute the updated agreement for a monthly flat fee of \$52,000 for "City Attorney Basic Services."

OR

Alternative Motion: I move to direct staff to issue a Request for Proposals (RFP) for City Attorney Legal Services for city attorney basic services and/or litigation services.

BACKGROUND:

This item is continued from the October 21, 2025 meeting. After discussion by City Council, the draft agreement is amended to include termination of the agreement at any time (30 day notice) with a simple majority action by City Council. In addition, based on discussion by City Council, an alternative motion is presented for City Council to consider the issuance of a Request for Proposals (RFP) for city attorney basic services as specified in the draft agreement and/or litigation-related services.

The firm Griswold LaSalle Cobb Dowd & Gin LLP (Griswold LaSalle) has provided legal services as City Attorney under contract with the City of Hanford since 2007 (starting as special counsel in 2006). The current agreement was last updated in 2011. In early 2022, the City issued a Request for Proposal (RFP). In May 2022, the City Council received eight proposals, but the Council elected to forego interviews and to continue under Griswold LaSalle's existing contract. In March 2025, City Council requested an item for discussion of Griswold LaSalle's services and on June 17, 2025, after

a presentation in open session, the City Council by consensus directed that staff negotiate an updated agreement with Griswold LaSalle. This item is now being brought back to City Council based on that direction.

Based on the direction of City Council at the June 17, 2025 meeting, Staff is recommending approval of this updated agreement for a variety of reasons, including the following:

- 1) The institutional knowledge of City operations and history Griswold, LaSalle brings to the table. With over 18 years of experience with the City of Hanford and based in Hanford, their local presence and city knowledge brings value.
- 2) Griswold LaSalle has vast knowledge of public agency law as it represents nine Valley cities and many other local agencies.
- 3) Recurring training the firm provides including ethical training, management training, and training on new laws as they become effective, etc.
- 4) \$52,000 monthly flat fee is \$624,000 annually, which is within the current established budget for legal services within the proposed "City Attorney Basic Services", this offers a predictable budgetary figure for the City.
- 5) Proposed flat fee for "City Attorney Basic Services" and the hourly rates for "City Attorney Special Services" are agreed to until June 30, 2027, which shows commitment to stable rates.
- 6) Griswold LaSalle is a full-service firm able to handle the City's legal service needs, including litigation and personnel if needed.

The updated agreement includes:

- A. City Attorney Basic Services: Includes general services in section 2A of the proposed agreement
- B. City Attorney Special Services: May include services in section 2B of the proposed agreement, including but not limited to Right of Way Agent services, Pre-Litigation/Litigation services, and personnel matter services.
- C. No termination date, but may terminate with 30 days notice and a 3/5th (simple majority) vote of City Council

Currently, the City contracts with Liebert Cassidy Whitmore (LCW) for personnel matter services, including labor negotiations. The City may contract with other firms for services in 2B, on a project-by-project basis or issue a Request for Proposals for more specialized services such as litigation work. The alternative motion presented to City Council is in response to City Council's discussion on October 21, 2025 to consider issuance of an RFP for services currently provided by Griswold, LaSalle. Issuance of an RFP would provide the City with an updated listing of interested and potentially qualified firms to provide services to the City and in line with the updated scope of services presented at this meeting in the draft agreement. Proposals are intended to seek out the most qualified and best fit firm for the City. Costs may be considered as part of the evaluation process.

If an updated agreement is approved, staff will proceed with execution and filing of the Agreement. The City Manager will provide administration and performance review of the City Attorney services and any other action as directed by the City Council.

If the alternative motion is approved, staff will proceed with issuance of an RFP to allow interested firms propose to provide the City of Hanford basic city attorney services and/or litigation services as outlined in the draft agreement being discussed at this meeting.

City Council may consider other alternative motions as desired.

FISCAL IMPACT:

Based on the existing budget for City Attorney services, a monthly flat fee of \$52,000 will be paid through the period of June 30, 2027. Thereafter, the monthly flat fee will be based on the budget as approved by City Council. Services provided outside the general scope of services (included in the flat fee) will be billed to the City at rates as established in the agreement and as updated beginning July 1, 2027.

Alternatively, if an RFP is issued, interested firms will be advised of the existing budget the City has for city attorney services and presented with a potential framework of hours to assume for annual services for a flat fee proposal and hourly rates for any special legal services provided (such as litigation).

ATTACHMENTS:

1. 2025.10.28 Griswold Version City Atty Contract (redline-clean)

CITY ATTORNEY LEGAL SERVICES AGREEMENT

This City Attorney Legal Services Agreement (“Agreement”) is entered into by and between Griswold, LaSalle, Cobb, Dowd & Gin LLP (“Firm”) and the City of Hanford (“City”).

RECITALS

- A. The City desires to retain Firm as the City Attorney; and
- B. Firm has the legal competence, experience, and qualifications to provide professional legal services required by City; now therefore:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.
2. Scope of Services. Firm agrees to perform basic legal services for City and to do so in a timely, efficient, competent, and effective manner. Firm shall provide advice, consultation, and representation in all matters of municipal affairs listed in this scope of services. It shall be the duty, obligation, and responsibility of Firm, in a skilled and professional manner, to perform legal services as requested by City. Firm shall provide all legal services in a competent manner as required by the Rules of Professional Conduct of the State Bar of California.
 - (a) City Attorney Basic Services Defined. City hires Firm to provide "City Attorney Basic Services" as defined herein below to the City. Firm shall be the exclusive provider of the City Attorney Basic Services as described herein. The services provided shall include:
 - (i) Attend all regular meetings, and special meetings as needed, of the City Council and the City Planning Commission. The attorney's duties in this connection shall be to render advice and opinions with respect to all legal matters which arise during any such meeting.
 - (ii) Consult with and provide legal advice, written updates, including written opinions where appropriate, to Council members and designated City staff on all matters, as needed, including but not limited to: review and interpretation of City Municipal Code, state General Law or federal laws or regulations as they relate to City activities; response and recommendations related to public records act requests; the processing of public works contract bids and related matters; and assistance with environmental review activities of the City, including application and interpretation of the California Environmental Quality Act (CEQA) to City projects and, when requested, private development projects.
 - (iii) Attend meetings of other boards, commissions, committees, and staff of the City, when requested to do so by the City Council or the City Manager.

- (iv) Review and/or prepare ordinances, resolutions, orders, contracts, agreements, forms, notices, declarations, certificates, deeds, leases, and other legal documents required by the City.
 - (v) Conduct legal work pertaining to property acquisition, property disposal, public improvements, public rights of way and easements, and matters relating to public utilities; activities related to the negotiations for the acquisition or disposition of real property shall not be included within this scope of work.
 - (vi) General City Property: Serving as the City's Right of Way Agent for non-Capital Improvement Project matters, including, but not limited to, negotiations for the acquisition or disposition of Real Estate or Right of Way interests.
 - (vii) Sustainable Groundwater Management Act (SGMA)/Water Rights/Groundwater Fees.
- (b) City Attorney Special Services. The following activities shall not be considered City Attorney Basic Services. The Firm shall perform "City Attorney Special Services" at the request of the City or, alternatively, shall receive written approval from the City Manager prior to the commencement of City Attorney Special Services.
- (i) Capital Improvement Projects: Serving as the City's Right of Way Agent, including, but not limited to, negotiations for the acquisition or disposition of Real Estate or Right of Way interests.
 - (ii) Pre-litigation work involving the anticipated prosecution or defense of civil or administrative actions. Such work includes, without limitation, assessment and formulation of defense regarding claims filed against City pursuant to the California Government Claims Act, work performed in anticipation of civil or administrative actions pursued on the City's behalf, and work performed in preparation for quasi-judicial administrative proceedings (e.g., appeal hearings occurring under the City Municipal Code). Any new claims against the City received by City Attorney shall be forwarded directly to the City Manager and Risk Personnel for review and assignment if applicable; no work or research shall be conducted until assigned.
 - (iii) Litigation, which is defined as: any matter involving actions filed on behalf of or against the City in the state or federal court system, and any matter involving a quasi-judicial administrative proceeding. Such work includes, without limitation, pursuit of Code Enforcement abatement warrants, pursuit or defense of restraining orders, and representation of the City at administrative appeal hearings occurring under the City Municipal Code.
 - (iii) Manage and coordinate the work of all litigation counsel as directed by the City Council and City Manager or required by Excess General Liability Pool, including review, updates, budget estimates and tracking of litigation counsel billing statements before presentment to the City for payment.
 - (iv) Consultation with the City Manager or the City Human Resource Manager regarding personnel matters.

3. Compensation.

(a) City agrees to pay Firm FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) per month for the provision for City Attorney Basic Services, for the period beginning October 26, 2025 through June 30, 2027. For the period after June 30, 2027, the compensation payable for City Attorney Basic Services will be established by the Hanford City Council when the Council adopts or amends the City's budget.

(b) City agrees to pay Firm per hour of attorney time and per hour for non-attorney time as stated in Exhibit "A" for City Attorney Special Services. For the period after June 30, 2027, the billing rates for attorney and non-attorney time for City Attorney Special Services shall be established through schedules approved by the City Manager.

(c) All general office overhead, including copying, facsimile, postage, local courier, telephone charges, library, software services (excluding online database fees incurred by the Firm for legal research performed for the City), insurance and administrative costs, and local mileage charges, but excluding travel more than 25 miles from Hanford, shall be included at no cost within the City Attorney Basic Services. Firm will charge out-of-pocket expenses associated with City Attorney Special Services (e.g., filing, expert witnesses and consultants, court reporters, service of process, and copying of documents), and travel expenses related to out-of-town City-related business.

(d) Firm will bill the City on a monthly basis with itemization and detail sufficient to meet City's accounting needs. Firm and City will specify detail necessary for accounting purposes prior to the commencement of legal services pursuant to this agreement. Firm will provide one set of bills for payment per month but may request payment of such bills through up to two separate payments. Billing shall be accounted for in one-tenth hour increments.

(e) City will pay all bills as required by this Agreement within THIRTY (30) days of receipt. If the City does not comply with these requirements, Firm may terminate this Agreement upon written notice to the City.

4. Assignment of Personnel. General Counsel under this Agreement shall be Ty N. Mizote.

(a) City, by and through its City Council, does hereby appoint Ty N. Mizote as City Attorney. The Firm and Mr. Mizote shall serve solely at the pleasure of the City Council. The appointment of Mr. Mizote as City Attorney shall remain in effect during the term of this Agreement. As may be required, Mario Zamora shall serve as the City's Assistant City Attorney in the event of Mr. Mizote's absence. The City Council may terminate the appointment, with or without cause.

(b) It is understood that other attorneys employed by Firm will be utilized regularly, and from time to time, to satisfy the Firm's obligations hereunder. The City Attorney shall not miss two or more consecutive meetings of the City Council without prior approval of the City Manager.

5. Term and Termination.

5.1. This Agreement shall be effective October 26, 2025, subject to approval by the City Council at a duly scheduled meeting thereafter and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any additional legal services rendered as a result of such contact will be billed in accordance this Agreement.

5.2. City reserves the right to discharge Firm and terminate this Agreement at any time. Termination of this agreement requires a ~~super-simple~~ majority (34/5th) vote by City Council. In the event of such discharge or termination, the City shall compensate Firm for services rendered and expenses incurred up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be mailed or emailed as follows:

Griswold, LaSalle, Cobb, Dowd & Gin LLP
Attn: Mario U. Zamora
mzamora@griswoldlasalle.com
111 E. 7th St.
Hanford, CA 93230

5.3. Firm may terminate this Agreement at any time by giving City not less than thirty (30) days prior written notice. If Firm elects to terminate this Agreement, Firm shall take reasonable steps to avoid reasonably foreseeable prejudice to City's rights which may arise from Firm's services hereunder, as required by the Rules of Professional Conduct of the State Bar of California. Notice of Termination shall be mailed or emailed as follows:

City of Hanford
Attn: City Manager
319 N. Douty
Hanford, CA 93230

Upon receipt of a termination notice, Firm shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver to the City all records, reports, and files of the City in accordance with the Rules of Professional Conduct of the State Bar of California.

6. Performance Review

- (a) Annual Performance Review. On or about April 1st each year during the term of this Agreement, the City Council shall audit and review the performance and legal fees of Firm and its members or associates in furnishing the services provided hereunder, and the compensation provisions hereof. The parties may agree to changes or amendments hereto, including, but not necessarily limited to, changes in compensation provisions, which changes or amendments shall be

evidenced by written amendment or by minute order evidencing motion duly made and carried by the City Council. Nothing in this paragraph shall be deemed to prevent or inhibit more frequent review of performance, compensation, or other matters relating to this Agreement or otherwise inhibit the free and candid exchange of views between the parties hereto, to the end that the legal interests of City shall best be served and Firm shall fairly be compensated for legal services rendered.

- (b) Compensation and Scope Review. It is understood that the compensation provision of this Agreement is based on the current workload assigned by the City to the Firm. In the event that significantly more or less work is required to adequately perform the indicated Scope of Services, the parties agree to confer annually on or about April 1st before the period starting July 1, 2027 (and every July 1 thereafter), regarding increase or decrease in either the Scope of Services, the compensation provisions of this Agreement, or both.

7. Assignment of Agreement

Firm shall not assign or transfer any interest in, nor delegate any duties thereof in this Agreement. Any assignment or delegation without express written consent of the City shall be void.

8. Insurance and Indemnification.

7.1. During the term of this Agreement, Firm shall maintain and pay all premiums required to keep in force policies satisfying the insurance requirements identified in the attached Exhibit “B,” which is incorporated herein by reference.

7.2. To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorneys’ fees and litigation expenses) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, agents, and employees in the performance of this Agreement. The obligations under this paragraph are in addition to and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement. This duty to indemnify, defend, and hold harmless shall survive the termination of this Agreement.

- 9. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm’s principals, officers, agents, and employees, will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employees, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall absolutely have no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless

from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such affairs.

10. Compliance with Law. Firm shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives. In particular, Firm shall comply with all Rules of Professional Conduct of the State Bar of California, confidentiality laws and regulations, and conflict of interest laws and regulations.

11. Miscellaneous.

11.1. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

11.2. Governing Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

11.3. Required License and Professional Credentials. Firm and personnel providing legal services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of legal services to City.

11.4. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

11.5. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

11.6. Incorporation of Documents. All documents constituting the Agreement documents described in Section hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

11.7. Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

11.8. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

11.9. Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

11.10. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

11.11. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be venued exclusively in the state courts of California in the County of Kings or in the United States District Court for the Eastern District of California.

11.12. Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorneys' fees incurred or expended in connection with such action against the non-prevailing party.

11.13. Equal Opportunity Employment. Firm represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Firm shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Firm by City.

12. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Firm and City.

**Griswold, LaSalle, Cobb, Dowd & Gin
LLP**

City Of Hanford

Mario U. Zamora

Date: _____

Travis Paden, Mayor

Date: _____

ATTEST

Natalie Corral, City Clerk

Exhibit “A”

Billing rates

RMD	\$350
JLL	\$325
RLC	\$325
TNM	\$305
MRJ	\$295
MUZ	\$280
RSM	\$270
MNC	\$250
CDS	\$245
LVS	\$235
NMM	\$220
MCE	\$210
AMB	\$210
Legal Analyst	\$185
Summer Clerk	\$165
Paralegal II	\$165
Paralegal I	\$155
Legal Assistant	\$90
File Clerks	\$60

Exhibit “B”

a. Firm, at Firm’s own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. Commercial General Liability (CGL) Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, property damage, bodily injury, and personal & advertising injury with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. Professional Liability Coverage. Firm will maintain Professional Liability coverage with limits no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

If Firm maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Firm.

Firm’s insurance policies shall be “occurrence” policies and not “claims-made” coverage except for Professional Liability Coverage. “Claims-made” policies must satisfy the following requirements: (i) the retroactive date of coverage must be shown and must precede the effective date of the contract; (ii) coverage shall be maintained and evidence of coverage must be provided for at least five (5) years after completion of the contract work; and (iii) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date preceding the contract effective date, Firm must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

Firm may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, deductibles and self-insured retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by any additional insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Firm’s primary and excess liability policies are exhausted.

b. Any deductibles or self-insured retentions must be declared to and approved by the City. City may require Firm to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, City may require Firm to provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

c. The policies are to contain, or be endorsed to contain, the following provisions:

i. City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and products used by Firm. General liability coverage can be provided in the form of an endorsement to Firm's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Firm's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City and/or its officers, officials, employees, or volunteers shall be in excess of Firm's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

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

Firm shall furnish the City 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 the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

d. Firm hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Firm may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Firm agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

Council Future Agenda Items				
Originated Date	Item	Originator	Staff Lead	Date Estimate
9/16/2025	Wastewater Treatment Facility	Utilities and Engineering	Frank Senteno	12/2/2025
10/29/2025	Lacey Avenue Improvement Project Update	Interim City Manager	Chris Tavaréz	11/18/2025
10/30/2025	City Council Reorganization	Interim City Manager	Chris Tavaréz	12/2/2025