AGENDA
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY
(IN-PERSON AND VIDEO-CONFERENCING)

WEDNESDAY, NOVEMBER 9, 2022 AT 7:00 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Heber Marquez

MAYOR PRO TEM
Frank Garcia

COUNCIL MEMBERS
Eduardo De La Riva
Ricardo Lara
Jessica Torres

CITY CLERK
Andrea Aguilar

CITY TREASURER
Mary Mariscal

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

PUBLIC ADVISORY:This meeting will be conducted in person and by video-conferencing pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency. For this meeting, it will be conducted through a hybrid combination of in-person and/or virtual attendance of the five members of the City Council and invited staff at City Hall in the City Council Chambers located at 4319 E. Slauson Avenue and via teleconference using the Zoom platform and broadcasted live on the City's Facebook page. The public may participate in person and or by using the virtual platform (Zoom).

<u>**Public Participation options:**</u>

1. **In-Person** - Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA

2. **Zoom:** Please click the link below to join the webinar:

   https://us02web.zoom.us/j/86041763406?pwd=cEJNTUZycnJWTWgvT01vY1BIbVJzZz09

   Passcode: 495346

Public Comment using a virtual platform: join in through the link provided above. Use the "raise hand" feature (for those joining by phone, press *9 to "raise hand") during the public participation period for agenda items or during the public participation period for non-agenda items. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number.

3. **Phone:** 1-669-900-6833 Enter Meeting ID: 860 4176 3406 Passcode: 495346

<u>**Public Comment for those joining by phone**</u>, use the "raise hand" feature by pressing *9 during the public participation period for agenda items or during the public participation period for non-agenda items.

4. **Before the Meeting**: Public comment will be accepted for the record in advance by 4:30 pm the day of the meeting by email to shirley.quinones@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council meeting, please contact the City Clerk's Office, (323) 562-5714 within 48 hours of the meeting.

IV. <u>MAYOR, COUNCILMEMBERS AND STAFF COMMENTS</u>

V. <u>PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)</u>

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section <u>**III. MEETING PROCEDURES**</u> beginning on page 1 of this agenda.

VI. <u>PRESENTATIONS</u>

2022 HALLOWEEN HOME DECORATING COMPETITION

VII. PUBLIC HEARING

VIII. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. MINUTES OF OCTOBER 12, 2022 CITY COUNCIL MEETING

2. RESOLUTION NO. 6272 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

3. REVENUE REPORT JULY - SEPTEMBER 2022

4. RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

5. CONSIDERATION OF THE PROCUREMENT AND REPLACEMENT OF NEW HVAC (HEATING, VENTILATION, AIR CONDITIONING) AT A) CITY HALL, B) SHERRIF SHARED FACILITIES AND B) YMCA THROUGH BUYBOARD NATIONAL PURCHASING COOPERATIVE

6. CONSIDERATION OF AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO CERTAIN EXISTING OR NEW PARKS IN THE CITY OF MAYWOOD

IX. DISCUSSION/ACTION ITEMS

7. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES TO SUPPORT BROADBAND CONNECTIVITY AND ADDRESS THE DIGITAL DIVIDE

8. CONSIDERATION TO APPROVE THE COMMUNITY SERVICES MANAGEMENT SOFTWARE PROGRAM "CIVICREC" TO HELP MANAGE FIELD RENTALS, PROGRAMMING, AND VOLUNTEER OPPORTUNITIES.

X. <u>CLOSED SESSION</u>

XI. <u>PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)</u>

Speakers wishing to address the City Council on a non- agenda item you may use the instructions provided in section <u>III. MEETING PROCEDURES</u> beginning on page 1 of this agenda.

XII. <u>ADJOURNMENT</u> - The next Regular Meeting of the Maywood City Council is Wednesday, November 23, 2022 at 7:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, ______________________________, Andrea Aguilar, City Clerk or Shirley Quinones, Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to rising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.

♿

2022

HALLOWEEN HOME DECORATING CONTEST WINNERS

1st Place House 4

City of Maywood

First Place Voters Choice Winner

Awarded to

Yoshira Rico

Congratulations on being selected as the first-place winner of the
2022 Halloween Home Decorating Competition.

Heber Marquez, Mayor

Date

2nd Place House 1

City of Maywood

Second Place Voters Choice Winner

Awarded to

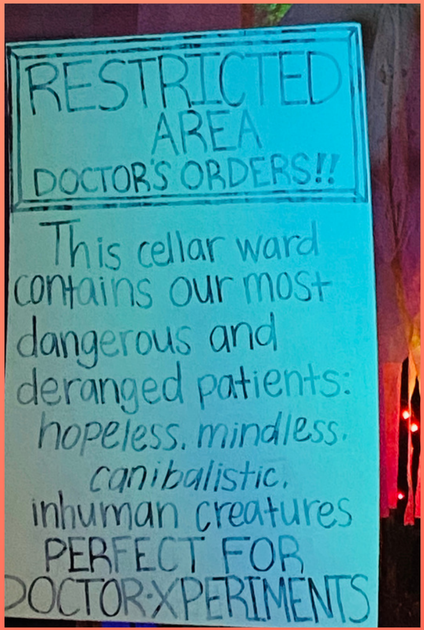
Rocio Frausto

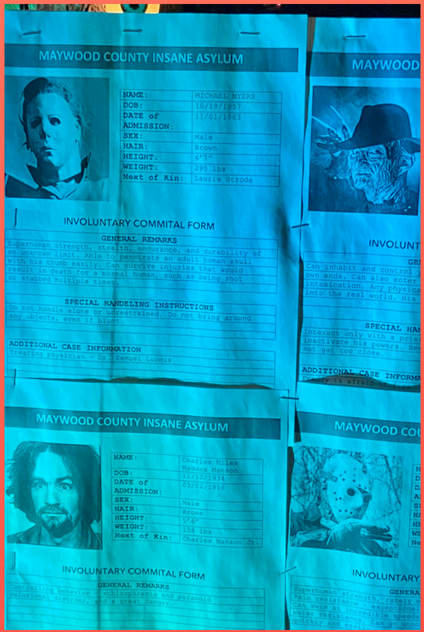
Congratulations on being selected as the second-place winner of the 2022 Halloween Home Decorating Competition.

Heber Marquez, Mayor

Date

3rd Place House 3





City of Maywood

Third Place Voters Choice Winner

Awarded to

Jordan Johnson

Congratulations on being selected as the third-place winner of the
2022 Halloween Home Decorating Competition.

Heber Marquez, Mayor

Date

Thank you to everyone who participated.

Don't forget coming up is our Holiday Home Decorating Contest!

AGENDA ITEM NO. 1

MINUTES
REGULAR MEETING OF THE MAYWOOD CITY COUNCIL AND THE SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY

WEDNESDAY, OCTOBER 12, 2022 AT 7:00 PM

I. CALL TO ORDER/ROLL CALL

Mayor Marquez called to order at approximately 7:02 p.m.

II. CITY OFFICIALS

MAYOR
Heber Marquez (present)

MAYOR PRO TEM
Frank Garcia (teleconference)

COUNCIL MEMBERS
Eduardo De La Riva (teleconference)
Ricardo Lara (present)
Jessica Torres (teleconference)

CITY CLERK
Andrea Aguilar (present)

CITY TREASURER
Mary Mariscal (teleconference)

CITY MANAGER
Jennifer E. Vasquez (present)

CITY ATTORNEY
Roxanne Diaz (present)

STAFF PRESENT:
Steve Fowler, Director of Building and Planning (present)
Anthony Rainey, Interim Finance Director (teleconference)
Shirley Quiñones, Deputy City Clerk (present)

III. COVID-19 MEETING PROCEDURES

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS ARE NOT OPEN TO THE PUBLIC pursuant to the provisions of Government Code Section 54953(e) (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act in compliance with Government Code Section 54953(e) during a proclaimed State of Emergency.

OBSERVERS WERE ABLE TO VIEW THE MEETING LIVESTREAMED VIA THE CITY'S FACEBOOK AT:
https://www.facebook.com/cityofmaywood OR BY ZOOM AT:
Teleconference 1-669-900-6833 Meeting ID: 834 1670 1683 Passcode: 302441
or

https://us02web.zoom.us/j/83416701683?pwd=Y3VleEZTVEszcDN0bkc0RVZ2MkNvZz09
Passcode: 302441

Live real-time verbal public comments were made by members of the public joining the meeting via the Zoom platform.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

Mayor, Council Members and City Manager provided community updates.

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

The following spoke on Agenda items:
1) David Perez (via teleconference)

VI. PRESENTATIONS

ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) PRESENTATION REGARDING MAYWOOD'S CLIMATE ACTION, ADAPTATION, AND RESILIENCE PLAN

Jeff Caton from Environmental Science Associate, gave a presentation on Maywood's Climate Action, Adaptation, and Resilience Plan.

PRESENTATION BY KOA REGARDING FUTURE CITYWIDE UPDATES AND COMMUNITY OUTREACH EVENTS IN REGARDS TO THE DEVELOPMENT OF THE MAYWOOD ACTIVE TRANSPORTATION PLAN

Carlos Velasquez from KOA gave a presentation on the future citywide updates and community outreach events regarding the development of the Maywood Active Transportation Plan.

VII. PUBLIC HEARING

1. ADOPTION OF RESOLUTION NO. 6268 FOR THE FORMATION OF UNDERGROUND UTILITIES DISTRICT NO. 22-1 FOR FRUITLAND AVENUE FROM LOMA VISTA TO EAST CITY LIMITS AND MAYWOOD AVENUE FROM 58TH STREET TO SLAUSON AVENUE

Motion to adopt Resolution No. 6268 establishing Underground Utility District No. 22-1 and ordering the removal of poles, overhead wires and associated structures, and the underground installation of wires and facilities for supplying electric, communication, or similar associated services on Fruitland Avenue from Loma Vista to East City Limits and Maywood Avenue from 58th Street to Slauson Avenue by Lara. Second by Mayor Pro-Tem Garcia. AYES: De

La Riva, Lara, Torres, Garcia, Marquez . PASSES

The following spoke on the Public Hearing item:
1) David Perez (via teleconference)

2. CONSIDERATION OF A RESOLUTION NO. 6269 ADOPTING THE 6TH CYCLE GENERAL PLAN HOUSING ELEMENT AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINE 15061(B)(3).

Motion to adopt Resolution No. 6269 adopting the 2021-2029 General Plan Housing Element and find that adoption of the Housing Element is exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA guideline 15061(b)(3) by Lara. Second by Mayor Marquez. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

The following spoke on the Public Hearing Item: None

VIII. CONSENT CALENDAR

3. MINUTES OF SEPTEMBER 28, 2022 CITY COUNCIL MEETING

Motion to approve the Minutes of September 28, 2022 City Council Meeting by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

4. RESOLUTION NO. 6270 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

Motion to receive, approve and file the warrant registers, wire transfers dated September 23, 2022 through October 4, 2022 and net payrolls dated September 11, 2022 through September 24, 2022 and adopt Resolution 6270 approving Warrants for Payment by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

5. RECEIVE AND FILE THE 2022 BIENNIAL NOTICE FOR THE REPORTING OF THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

Motion to receive and file the 2022 Local Agency Biennial Notice for the City of Maywood's Conflict of Interest Code pursuant to the Political Reform Act by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

6. RECEIVE AND FILE THE LA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT MEASURE A TECHNICAL ASSISTANCE PROGRAM (TAP) MASTER AGREEMENT

Motion to affirm the execution by the City Manager and receive and file the Master Agreement for the LA County Measure A Technical Assistance Program in the amount of $285,000 for the use of professional services on an eligible project to be determined by the City Council at a later date by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

7. AWARD OF CONTRACT IN THE AMOUNT NOT-TO-EXCEED $134,310 FOR ENTERPRISE ARCHITECTURAL REVIEW AND INFORMATION TECHNOLOGY SUPPORT SERVICES TO ADVANCED MICROCOMPUTING CONCEPTS (AMC) MODERN IT FOR A THREE YEAR TERM

Motion to award a contract to Advanced Microcomputing Concepts (AMC) Modern IT, for the City of Maywood Enterprise Architectural Review and Information Technology Support Services, for the amount not-to-exceed $134,310 for a three-year term by Lara. Second by Mayor Pro-Tem Garcia.AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

8. CONSIDERATION OF APPOINTING PLANNING COMMISSIONER ANGELINA MARTINEZ TO SERVE AS A MEMBER ON THE ECO-RAPID TRANSIT BOARD

Motion to appoint Maywood Planning Commissioner Martinez to serve as a member on the Eco-Rapid Transit Board by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

9. CONSIDERATION OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES, A DIVISION OF JOE'S SWEEPING, INC. TO AMEND THE AGREEMENT TO REVISE THE SCOPE OF SERVICES AND INCREASE THE MONTHLY COMPENSATION BY ONE HUNDRED AND TWENTY-SEVEN DOLLARS ($127.00)

Motion to approve the First Amendment to the Professional Service Agreement with Nationwide Environmental Services, a division of Joe's Sweeping, Inc. to amend the agreement to revise the scope of services and increase the compensation by an additional monthly amount of One Hundred and Twenty-Seven Dollars ($127.00) by Lara. Second by Mayor Pro-Tem Garcia. AYES: De

La Riva, Lara, Torres, Garcia, Marquez . PASSES

IX. DISCUSSION/ACTION ITEMS

10. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM MAYWOD CENTER FOR ENRICHED STUDIES (MACES) IN THE AMOUNT OF $9,800.

Motion to approve the Community Benefit Fund Application from MaCES in the amount of $9,800 by Mayor Marquez. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

11. CONSIDERATION OF APPROVING THE COMMUNITY BENEFIT FUND APPLICATION FROM BUDDING ARTIST THROUGH THEIR FISCAL SPONSOR FULCRUM ARTS IN THE AMOUNT OF $2,500.

Motion to approve the Community Benefit Fund Application from Budding Artists in the amount of $2,500 by Lara. Second by Mayor Pro-Tem Garcia. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

12. CONSIDERATION OF APPROVAL FOR ISSUANCE OF A SPECIAL EVENT PERMIT TO ST. ROSE OF LIMA SCHOOL LOCATED AT 4422 E. 60TH STREET FOR AN ANNUAL FUNDRAISER AND DIRECTION REGARDING CONDITIONS OF APPROVAL AS RECOMMENDED IN THE REPORT

Motion to approve the issuance of a Special Event Permit for the annual fund-raising event at St. Rose of Lima School located at 4422 E. 60th Street and the recommended conditions of approval as recommended in the report by Lara. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

13. DISCUSSION AND DIRECTION REGARDING THE OPTIONS TO CONDUCT THE CITY'S LEGISLATIVE BODY MEETINGS IN A HYBIRD INCLUDING IN PERSON FORMAT, IN-PERSON OR VIRTUAL-TELECONFERENCE FORMAT AND RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY TO CONTINUE TO HOLD MEETINGS VIA TELECONFERENCEING AND MAKING THE FINDINGS PURUSANT TO GOVERNMENT 54953(E)(3)

Motion to direct staff to adopt the hybrid format of its legislative body meetings by Mayor Marquez. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES; and Motion to adopt the finding that the City Council has reconsidered the circumstances of the state of emergency and find that the state of emergency continues to directly impact the ability of the

members of the City's legislative bodies to meet safely in person, and the State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City may continue in a virtual teleconference format in compliance with Government Code Section 54953(e) by Mayor Marquez. Second by De La Riva. AYES: De La Riva, Lara, Torres, Garcia, Marquez . PASSES

X. PUBLIC PARTICIPATION (Non-Agenda Items; Time allotted: 3 minutes)

The following spoke on Non-Agenda items:

1) Maria Iniguez (via teleconference)
2) Lisa Baca **(via teleconference)**
3) Eveanna Del Cid **(via teleconference)**
4) David Perez **(via teleconference)**
5) Veronica Guardado **(via teleconference)**
6) Ms. Wilson **(via teleconference)**

XI. ADJOURNMENT

Meeting adjourned In the Memory of David Quiñones at approximately 9:37 p.m. to the next meeting of the Maywood City Council, Wednesday, October 26, 2022 at 7:00 p.m.

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Heber Marquez, Mayor

ATTEST:

____

Andrea Aguilar, City Clerk

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 2.

DATE: November 9, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: RESOLUTION NO. 6272 OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

RECOMMENDATION:

It is staff's recommendation that the City Council receive, approve and file the warrant registers, wire transfers dated 10/26/2022 through 11/09/200, and net payrolls dated 09/25/2022 through 1022/2022 and adopt Resolution 6272 approving Warrants for Payment.

BACKGROUND:

Staff provides warrant registers and wire transfers to City Council as part of Management Controls, which as a whole are the policies, procedures, and practices conceived and put in place to assure the following:

- the economical, efficient, and effective achievement of the City's objectives.
- adherence to laws, regulations, rules for policies;
- the safeguarding of assets and information;
- the prevention and detection of fraud and error; and
- the quality of accounting records and the timely production of reliable financial and management information.

Furthermore, Internal Controls are a set of rules, procedures, and practices developed and employed to facilitate the safeguarding of the City’s assets, be they liquid (cash or investments) or fixed (infrastructure or equipment), or intangible (credit rating or information).

The City utilizes resolutions for approving warrants for payment to comply with Section 3-2.06 of the Municipal Code regarding Warrants for Payments. Exhibit A entitled Summary of Warrants and Wire Transfers/ Automated Clearing House (ACH) Transactions serves as a Management Control for complying with Section 3-2.06. Exhibit B entitled Detail of Warrants serves as evidence of Internal Controls utilized by City Finance staff that support these Management Controls for payments made by the City. These controls are carried out through the submission of all required documents supporting the invoices submitted for payment. Prior to payment, the Finance staff reviews all disbursement documents to ensure that they meet the approval requirements.

DISCUSSION:

A - PAYMENT APPROVAL - Pursuant to paragraph 37202 of the California Government Code, demands (called *Warrant Demand*) against the City for payment shall be audited and thereafter submitted to the City Council for approval or rejection prior to payment, either separately or in a register of audited demands and shall have attached thereto affirmation of the City Treasurer and City Finance Director certifying the accuracy of the demands and the availability of funds for payment. This is accomplished using:

A1 - **Warrants Registers** or checks certified or approved by the City Treasurer and Finance Director as conforming to authorized expenditures set forth in the City Council adopted City Budget.

A1.1 Prepayments – pre-paying allows the City to take advantage of allowable prompt payment discounts and make payments on due dates of invoices. This involves the issuance of checks prior to final warrant approval. *Automated Clearing House* (ACH) transactions are made using a network that electronically moves money between the City's bank accounts to a payee's bank account. This is reflected in the ***Summary Warrants for Payment and Wire Transfers/ACH Transactions*** *as Accounts Payable prepaid warrants for payment*. Wire Transfer is a method of electronic funds transfer from the City of Maywood to one person or organization (payrolls and fees for electronic transfers).

A1.2 Regular Payment – To avoid late fees for payments made beyond due dates of invoices, checks are prepared prior to final warrant approval by the City Council. This is reflected in the ***Summary Warrants for Payment and Wire Transfers/ACH Transactions*** *as Accounts Payable regular warrants for payment*. After City Council approval, the checks are signed and distributed.

B - **DOCUMENTATION** – The City uses a Management Control by producing a *summary document* (Exhibit A - Summary Warrants for Payment and Wire Transfers/ACH transactions) that represents the cash disbursements required and the City uses an Internal Control by producing a detailed document (Exhibit B – Detail Warrants for Payment) that details information about each check issued for Prepaids and or to-be-paid for Regular Payments. These "disbursements" are accounted for in the FY 2022-23 budget.

B1 – SUMMARY WARRANTS FOR PAYMENT AND WIRE TRANSFERS/ACH TRANSACTIONS provide an accounting of the Accounts Payable Registers, wire transfers (*method of electronic funds transfer from the City of Maywood to one person or organization*), and Automated Clearing House (ACH) transactions.

B2 – **DETAIL WARRANTS FOR PAYMENTS** provides the detailed information of approved payments made to the City's vendors and contractors by check number, identification of prepaid, date of warrant, vendor name, check amount, transaction description, and fund source. Wire transfers also enable the City to send electronic funds to the bank accounts of the City's vendors and contractors. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above-referenced dates.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

Total warrants, transfers, and wires issued (net of any voided payments) during the period of 10/05/2022 through 11/09/2022 are $759,314.99.

F.Y. 22-23 Impact: **a) Accounts Payables @ $625,736.15;** **b) Wire Transfers/** **ACH Transactions @ $133,578.84 =** **c) $759,314.99**	**Current F.Y. Budget: NA**
Fund Impacted: **100 General Fund $586,976.51** **212 Gas Tax Fund $ 11,074.05** **243 CDBG $ 24,245.55** **273 Local Fiscal Recovery Fund $ 3,440.00** **ACCOUNTS PAYABLE TOTAL $625,736.15** **WIRE TRANSFERS/** **ACH TRANSACTIONS $133,578.84** **GRAND TOTALS $759,314.99**	**Budget adjustment requested: NA**
Source of funds: 100 General Fund, 212 Gas Tax Fund, 243 CDBG, 273 Local Fiscal Recovery Fund	**Updated Account Budget: NA**
Account Number: various	**For fiscal year: NA**

ATTACHMENT(S)

1. Exhibit A Summary Warrant Demand 11.9.22
2. Exhibit B Warrant Register Detail 11.9.22

RESOLUTION NO. 6272

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD AND SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY REDEVELOPMENT AGENCY APPROVING THE WARRANTS FOR PAYMENT

WHEREAS, the following listed demands have been reviewed by the Director of Finance, and

WHEREAS, the Director of Finance has certified to the accuracy and availability of funds for payment thereof, and

WHEREAS, the register of audited demands is hereby submitted to the City Council of the City of Maywood and Successor Agency to the Maywood Community Redevelopment Agency for approval.

NOW, THEREFORE, BE IT RESOLVED, that the listed Warrants and Wire Transfers/Automated Clearing House (ACH) Transactions for $759,314.99 are hereby ratified:

- Exhibit A – Summary of Warrants and Wire Transfers/ACH Transactions
- Exhibit B – Detail of Warrants

PASSED, APPROVED AND ADOPTED THIS 9th day of November, 2022.

____
Heber Marquez, Mayor

ATTEST: APPROVED AS TO FORM:

________________________ ________________________
Andrea Aguilar, City Clerk Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6272 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 9th day of November, 2022 by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

____
Andrea Aguilar, City Clerk

City of Maywood
Summary Warrants for Payment and Wire Transfers/ACH Transactions
Council Meeting Date
Wednesday, November 9, 2022

Accounts Payable

			Amount
Accounts Payable prepaid warrants for payment: Checks No. 090105 - 090152		$	603,136.09
Accounts Payable regular warrants for payment: Checks No. 090153 - 090158		$	22,600.06
	Sub-total	$	625,736.15

Wire Transfers/ACH Transactions

10/05/22	CalPERS Employer Contribution 9/11/2022 - 9/24/2022		$	7,175.67
10/06/22	8x8 Inc - Monthly Phone Maintenance		$	408.94
10/07/22	California Joint Powers Insurance Authority (CJPIA) repayment plan agreement - October 2022		$	22,355.58
10/13/22	Payroll Pay Period 9/25/2022 - 10/8/2022		$	44,610.44
10/17/22	US Bank - Analysis Service Charge		$	1,293.40
10/17/22	State Compensation Insurance Fund - Workers Comp Ins Surcharge Policy 9143213		$	5,181.33
10/21/22	ADP Payroll Fees		$	485.54
10/25/22	CalPERS Employer Contribution 9/25/2022 - 10/8/2022		$	7,075.83
10/27/22	Payroll Pay Period 10/9/2022 - 10/22/2022		$	44,355.50
11/01/22	US Bank - Merchant Fees		$	636.61
		Sub-total	$	133,578.84
		Total Demands	**$**	**759,314.99**

City of Maywood
Detail Warrants for Payment
Warrants No. 090105 to 090158

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
090105	P	10/26/2022	Amazon Capital Services	698.87	City Clerk Supplies Community Services Event Supplies Halloween Event / Decorations	General Fund - 100
090106	P	10/26/2022	Active Universal Capital LLC	11,030.40	Crossing Guard Services - September 2022 Crossing Guard Services Maywood Elementary - Sept 2022	Gas Tax Fund - 212
090107	P	10/26/2022	Ana D. Avila	1,000.00	C & D Recycling Compliance Measure Deposit Refund	General Fund - 100
090108	P	10/26/2022	Andrea Nohemi Aguilar	300.00	November 2022 City Clerk Stipend	General Fund - 100
090109	P	10/26/2022	Angel Villegas	698.71	Retiree Medical Reimbursement for November 2022	General Fund - 100
090110	P	10/26/2022	Arete Advisors LLC	13,493.25	Professional Serv-Email Compromise Doc Rev	General Fund - 100
090111	P	10/26/2022	AT&T	55.80	Emergency Elevator Phone Services from 09/01/22 - 09/30/22 Emergency Elevator Phone Service 09/10/22 - 10/09/22	General Fund - 100
090112	P	10/26/2022	AT & T Long Distance	43.65	Emergency Elevator Long Distance Services - September 2022	General Fund - 100
090113	P	10/26/2022	Brent Talmo	698.71	Retiree Medical Reimbursement for November 2022	General Fund - 100
090114	P	10/26/2022	Brinks Inc.	249.41	Additional Cash Handling for September 2022 Cash Handling for October 2022	General Fund - 100
090115	P	10/26/2022	Bruce Leflar	1,043.41	Retiree Medical Reimbursement for November 2022	General Fund - 100
090116	P	10/26/2022	CSU Fullerton/C-REAL/CSUF Philanthropic Foundation	10,000.00	Community Benefit Fund Awarded 9/28/2022	General Fund - 100
090117	P	10/26/2022	California Consulting Inc.	3,500.00	Grant Writing Services Monthly Retainer - October 2022	General Fund - 100
090118	P	10/26/2022	Cat Specialties Inc.	218.43	Volunteer Shirts - City events	General Fund - 100
090119	P	10/26/2022	Christine M. Locher	232.94	Retiree Medical Reimbursement for November 2022	General Fund - 100
090120	P	10/26/2022	Clark Hill PLC	1,650.00	Legal Services (Ramirez) from 08/01/22 to 08/22/22 Legal Services from 07/01/22 to 07/27/22	General Fund - 100
090121	P	10/26/2022	Claudia Zavala	222.25	Travel Expense Rpt for C Zavala	General Fund - 100

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
090122	P	10/26/2022	Daily Journal Corporation	977.54	Notice of Public Hearing Publication	General Fund - 100
090123	P	10/26/2022	Edward Ahrens	1,290.56	Retiree Medical Reimbursement for November 2022	General Fund - 100
090124	P	10/26/2022	Fulcrum Arts	2,500.00	Community Benefit Fund Awarded on 10/12/22	General Fund - 100
090125	P	10/26/2022	George Hills Company	906.00	City Claims / Adjuster - September 2022	General Fund - 100
090126	P	10/26/2022	GovernmentJobs.com Inc. dba NeoGov	798.75	Subscription Fee - 10/04/22 to 10/03/23	General Fund - 100
090127	P	10/26/2022	HdL Software LLC	2,958.60	New Accts Processed/Collection Payment	General Fund - 100
090128	P	10/26/2022	Infinity Technologies	3,680.00	Monthly IT Services - September 2022	General Fund - 100
090129	P	10/26/2022	Gregory Kiley dba Kiley & Associates LLC	3,900.00	Federal Legislative Advocacy Consultant - 09/15/22 to 10/15/22	General Fund - 100
090130	P	10/26/2022	LA Unified School-Maywood Center for Enriched Studies Magnet	9,800.00	Community Benefit Fund Awarded on 10.12.22	General Fund - 100
090131	P	10/26/2022	Tri-City Mutual Water Company	5,331.80	4618 Slauson Ave. 06/28/22 to 08/23/22 5000 Slauson Ave. 09/01/22 to 09/30/22 5316 Atlantic Ave 6/28/22 to 8/22/22 5600 Heliotrope Ave. 06/25/22 to 08/22/22 5950 Walker Ave. 09/01/22 to 09/30/22 E. 58th Street 06/24/22 to 08/23/22	General Fund - 100
090132	P	10/26/2022	MV Cheng & Associates Inc.	6,120.00	Sen Acct/Acct Tech Consult Serv-September 2022	General Fund - 100
090133	P	10/26/2022	Nancy Rodriguez	127.50	N. Rodriguez - Mileage Reimbursement CAJPIA Conf	General Fund - 100
090134	P	10/26/2022	National League of Cities	2,064.00	Dues Membership 2022	General Fund - 100
090135	P	10/26/2022	Nationwide Environmental Services	7,497.93	Street Sweeping Services - October 2022	General Fund - 100
090136	P	10/26/2022	Phoenix Group Information Systems	17,986.63	August 2022 Permit Processing Fee	General Fund - 100
090137	P	10/26/2022	Procure America	1,705.95	Utility Service Review and Analysis May 2022 - July 2022	General Fund - 100
090138	P	10/26/2022	QDoxs	156.74	Contract Base Charge for Copiers 10/05/22-11/04/22 Contract Base Rate Charge 10/01/22 to 10/31/22	General Fund - 100
090139	P	10/26/2022	R.E. Schultz Construction Inc.	10,900.00	Maywood Baseball Field Prep Project	General Fund - 100

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
090140	P	10/26/2022	River in Action	10,000.00	Community Benefit Fund approved 9-28-22	General Fund - 100
090141	P	10/26/2022	Robert Leach	1,005.00	Retiree Medical Reimbursement for November 2022	General Fund - 100
090142	P	10/26/2022	Ronald Lindsey	1,096.31	Retiree Medical Reimbursement for November 2022	General Fund - 100
090143	P	10/26/2022	Scott C. Anderson	1,290.56	Retiree Medical Reimbursement for November 2022	General Fund - 100
090144	P	10/26/2022	SHERIFF'S DEPT COUNTY OF LOS ANGELES	435,203.01	Public Safety Services for September 2022	General Fund - 100
090145	P	10/26/2022	Southeast Rio Vista YMCA	3,444.00	YMCA Family Swim (July-September 2022) & Swim lessons (Sept 2022)	Local Fiscal Recovery Fund - 273
090146	P	10/26/2022	Southern California Edison	24,738.80	4801 E 58th TPP 09/13/22 to 10/12/22 5916 King Ave/5913 Mayflower Ave PED 09/08/22 to 10/06/22 Acct#700405141156 Various Locations 9/1/22- 9/30/22 Acct #700405260081 Evertt Ave 9/1/22-9/30/22	General Fund - 100 Gas Tax Fund - 212
090147	P	10/26/2022	The Gas Company	62.52	4317 Slauson Ave 09/08/22 to 10/07/22 4319 Slauson Ave 09/08/22 to 10/07/22 4323 Slauson Ave. 09/08/22 to 10/07/22	General Fund - 100
090148	P	10/26/2022	Time Warner Cable	631.80	Internet and Phone Services for October 2022	General Fund - 100
090149	P	10/26/2022	Vernon City of	150.07	Acct#413 E Slauson/Downey 7/26/22 to 8/23/22 Acct#414 Slauson/Downey 07/28/22 to 08/25/22	General Fund - 100
090150	p	11/1/2022	Benefit Coordinators Corporation (BCC)	1,586.50	Dental and Vision Benefits for November 2022	General Fund - 100 CDBG - 243
090151	p	11/1/2022	Mary Mariscal	50.00	November 2022 Treasurer Stipend	General Fund - 100
090152	p	11/1/2022	Southern California Edison	39.69	5317 Atlantic Ave PED 09/15/22 to 10/16/22	Gas Tax Fund - 212
090153		11/9/2022	ACC Business	824.22	Internet Service 09/11/22 to 10/10/22	General Fund - 100
090154		11/9/2022	HDL Coren & Cone	2,421.95	Property Tax Service: July to September 2022	General Fund - 100
090155		11/9/2022	Tri-City Mutual Water Company	2,999.50	4618 Slauson Ave. 08/24/22 to 10/25/22 4800 Slauson Ave. 8/23/22 to 10/25/22 5316 Atlantic Ave. 08/23/22 to 10/26/22 5600 Heliotrope Ave. 08/23/22 to 10/26/22 E. 58th St. 08/24/22 to 10/25/22	General Fund - 100
090156		11/9/2022	Phoenix Group Information Systems	302.97	September 2022 Citation Processing Fee	General Fund - 100

City of Maywood
Detail Warrants for Payment
Warrants No. 090105 to 090158

Check No.	Prepaids	Date	Vendor Name	Check Amt	Transaction Description	Fund
090157		11/9/2022	Richards Watson & Gershon	15,595.53	General Legal Services - September 2022	General Fund - 100
					Legal Services-Bell Gardens - September 2022	
					Legal Services-Cannabis Business - September 2022	
					Legal Services-Commercial Waste - September 2022	
					Legal Services-Jose Mendoza - September 2022	
090158		11/9/2022	Sprint	455.89	Cell Phone Service - 09/24/22 to 10/23/22	General Fund - 100
			TOTAL	625,736.15		

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 3.

DATE: November 9, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: ANTHONY RAINEY, DIRECTOR OF FINANCE

SUBJECT: REVENUE REPORT JULY - SEPTEMBER 2022

RECOMMENDATION:
Staff recommends that the City Council receive and file the Revenue Report from July - September 2022.

BACKGROUND:
In an effort to maintain transparency, the City's Finance Department prepares a monthly Revenue report for the City Council's review. The Revenue Report is a tool used by the Council to monitor and oversee the financial health of the City.

DISCUSSION:

The attached analysis (see Attachment 1) compares prior YTD and current YTD Revenue.

The total revenue received from July - September 2022 totaled $4,832,826.44 which is 5.04% (see column *E - Current YTD Prior YTD % Differenc*e in attachment) higher than the same period last year.

- *GENERAL FUND -* The total General Fund received totaled $675,194.46 (see Column entitled *B - Current Fiscal Year to Date Revenue,* the row entitled *General Fund Revenue Totals), which* is 5.04% higher than the same period last year. *Licenses and Permits Totals* were 47.48% greater than the same period the previous year due in part to the increases in the collection of Public Works Permit Fees and Building Permits respectively, due to the efforts of the Building & Planning Department. *Charges for Services Totals* were nearly 21.03% above the same period due to the increase in *Plan Check Fees* collected.
- *SPECIAL REVENUE FUND -* The total Special Revenue Fund received totaled $4,157,631.98 which is 3.35% higher than the same period last year. The City received the second installment in the amount of $3,226,257.00 from the American Rescue Plan Act of 2021 (ARPA). These Funds support cities in mitigating the fiscal effects stemming from the public health emergency caused by COVID-19.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
No fiscal impact on the report.

ATTACHMENT(S)
1. July - September 2022 - City of Maywood FY2022-23

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD $ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	*(C divided by B minus 1)*		*(C divided by G)*
GENERAL FUND **Taxes:**	**TAXES**: A tax is a compulsory monetary contribution to the City's revenue, assessed and imposed by the City on the activities, expenditure, income, occupation, privilege, property, etc., of individuals and organizations.					
Franchise & Collectors Fee	$0.00	$0.00	$0.00	0.00%	$358,952.00	0.00%
Property Taxes	$0.00	$8,183.84	$8,183.84	0.00%	$714,301.00	1.15%
Utility Users Tax	$175,219.73	$195,053.32	$19,833.59	11.32%	$1,102,415.00	17.69%
Transfer Tax (Real Estate)	$3,456.20	$4,500.39	$1,044.19	30.21%	$28,465.00	15.81%
Transient Occupancy Tax	$0.00	$0.00	$0.00	0.00%	$68,097.00	0.00%
Cannabis Sales Tax	$21,720.00	$0.00	($21,720.00)	-100.00%	$1,980,241.00	0.00%
Sales Tax Revenue	$175,278.32	$210,479.52	$35,201.20	20.08%	$2,200,048.00	9.57%
Taxes Totals	**$375,674.25**	**$418,217.07**	**$42,542.82**	**11.32%**	$6,452,519.00	6.48%
GENERAL FUND **Licenses & Permits:**	**FEES**: A fee is a charge imposed on an individual for a service that the person chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or product for which the fee is charged, plus overhead. Fees are charged for specific services, and fee revenue may fund only those services and related expenses. **LICENSES** and **PERMITS** are types of fees allowing for the operation within the City.					
Compliance Program Fee	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Residential & Building Permits	$4,243.92	$7,582.30	$3,338.38	78.66%	$13,261.00	57.18%
Public Works Permit Fees	$55,185.50	$77,560.00	$22,374.50	40.54%	$160,000.00	48.48%
Other Fees & Permits	$4,944.80	$5,583.66	$638.86	12.92%	$26,246.00	21.27%
Occupancy Permits	$5,404.50	$1,822.20	($3,582.30)	-66.28%	$15,000.00	12.15%
Building Permits	$11,803.83	$30,415.83	$18,612.00	157.68%	$72,000.00	42.24%
Compliance and Review Fees - Cannabis	$0.00	$0.00	$0.00	0.00%	$80,000.00	0.00%
Commercial Cannabis Renewal	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Parking Permits	$10,238.00	$7,997.00	($2,241.00)	-21.89%	$60,000.00	13.33%
Apartment License	$201.25	$70.00	($131.25)	-65.22%	$2,500.00	2.80%
Business License	$5,828.00	$13,273.89	$7,445.89	127.76%	$250,324.00	5.30%
Vehicle License Fee - LA County	$0.00	$0.00	$0.00	0.00%	$3,300,000.00	0.00%
Licenses and Permits Totals	**$97,849.80**	**$144,304.88**	**$46,455.08**	**47.48%**	$3,979,331.00	3.63%
GENERAL FUND **Charges for Services:**	**CHARGES FOR SERVICES:** Charges to cover administrative costs for the provision of services.					
Rubbish Assessment	$0.00	$0.00	$0.00	0.00%	$7,000.00	0.00%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD $ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	*(C divided by B minus 1)*		*(C divided by G)*
Plan Check Fees	$13,831.67	$17,993.38	$4,161.71	30.09%	$70,000.00	25.70%
Rents & Concessions	$5,953.50	$5,953.50	$0.00	0.00%	$26,000.00	22.90%
Charges for Services Totals	**$19,785.17**	**$23,946.88**	**$4,161.71**	**21.03%**	$103,000.00	23.25%
GENERAL FUND **Fines and Forfeitures:**	**FINES AND FORFEITURES**: Penalties imposed by the City in the form of money or goods for a violation of an ordinance, law, regulation or rule.					
Penalties: Apt & Bus License	$0.00	$3,760.40	$3,760.40	0.00%	$0.00	0.00%
SEMC: Court Collections (DMV)	$16,907.61	$28,601.34	$11,693.73	69.16%	$0.00	0.00%
Administrative Citations	$600.00	$2,700.00	$2,100.00	350.00%	$85,000.00	3.18%
Parking Fines	$30,523.28	$37,254.53	$6,731.25	22.05%	$410,000.00	9.09%
Fines and Forfeitures Totals	**$48,030.89**	**$72,316.27**	**$24,285.38**	**50.56%**	$495,000.00	14.61%
GENERAL FUND **Leases and Concessions:**	**LEASES AND CONCESSIONS:** A rent or lease or payment for the use of a the City's property.					
Leased Property Rental Income	$13,336.34	$12,193.36	($1,142.98)	-8.57%	$50,000.00	24.39%
Leases and Concessions Totals	**$13,336.34**	**$12,193.36**	**($1,142.98)**	**-8.57%**	$50,000.00	24.39%
GENERAL FUND **Miscellaneous:**	**MISCELLANEOUS**: A General Fund revenue not covered in another revenue category.					
Good Corporate Citizen Program	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Interest Income	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Miscellaneous Revenue	$23,515.23	$4,216.00	($19,299.23)	-82.07%	$33,500.00	12.59%
CARES Act Reimbursement	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Other (Recycle + ABx1 Reimbursement)	$0.00	$0.00	$0.00	0.00%	$1,200.00	0.00%
Miscellaneous Revenue Totals	**$23,515.23**	**$4,216.00**	**($19,299.23)**	**-82.07%**	$34,700.00	12.15%
GENERAL FUND **Retiree Pension Levy:**	**RETIREE PENSION LEVY**: An amount of revenue from the property tax levy approved by the voters for the purpose of paying the cost to the City of the Public Employees Retirement System (PERS).					
Retiree Pension Levy	$0.00	$0.00	$0.00	0.00%	$1,208,812.00	0.00%
Retiree Pension Levy Totals	**$0.00**	**$0.00**	**$0.00**	**0.00%**	$1,208,812.00	0.00%
General Fund Revenue Totals	**$578,191.68**	**$675,194.46**	**$97,002.78**	**16.78%**	**$12,323,362.00**	**5.48%**
SPECIAL REVENUE FUND	**SPECIAL REVENUE FUND**: Collections of revenues in special funds that must be used for the established purposes of the funds to provide an extra level of accountability and transparency.					
Gas Tax	$192,229.56	$121,238.84	($70,990.72)	-36.93%	$625,200.00	19.39%
Transportation Development Act (TDA) Bikeway	$0.00	$0.00	$0.00	0.00%	$192,000.00	0.00%
Proposition A	$174,735.45	$185,681.08	$10,945.63	6.26%	$651,000.00	28.52%
Proposition C	$144,942.38	$155,167.94	$10,225.56	7.05%	$750,000.00	20.69%
Measure R	$108,625.37	$115,484.27	$6,858.90	6.31%	$1,184,960.00	9.75%
Measure M	$122,853.51	$130,781.36	$7,927.85	6.45%	$1,250,000.00	10.46%
Senate Bill 1 (SB 1)	$46,956.86	$45,989.90	($966.96)	-2.06%	$528,284.00	8.71%

	C - Prior Fiscal Year to Date Revenue	B - Current Fiscal Year to Date Revenue	D - Current YTD versus Prior YTD $ Difference	E - Current YTD Prior YTD % Difference	G - Adopted Budget FY 2022-23	H - % of FY 2022-2023 YTD Revenue Received
			(C minus B)	*(C divided by B minus 1)*		*(C divided by G)*
Community Development Block Grant (CDBG)	$6,202.00	$0.00	($6,202.00)	-100.00%	$391,053.00	0.00%
Air Quality Management District (AQMD) Grant	$0.00	$0.00	$0.00	0.00%	$36,375.00	0.00%
Supplemental Law Enforcement Services Fund (SLESF) Grant	$0.00	$0.00	$0.00	0.00%	$155,000.00	0.00%
Measure A	$0.00	$0.00	$0.00	0.00%	$651,000.00	0.00%
Lighting & Landscaping	$0.00	$0.00	$0.00	0.00%	$308,000.00	0.00%
Successor Agency Trust Fund - City of Maywood serves as the Successor Agency to the Maywood Redevelopment Agency	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Sewer Fund	$0.00	$0.00	$0.00	0.00%	$301,614.00	0.00%
Grant/Reimb (Fed/State/County)	$0.00	$0.00	$0.00	0.00%	$0.00	0.00%
Local Fiscal Recovery Fund	$3,226,257.00	$3,226,257.00	$0.00	0.00%	$0.00	0.00%
Measure W	$0.00	$177,031.59	$177,031.59	0.00%	$171,818.00	103.03%
Special Revenue Totals	**$4,022,802.13**	**$4,157,631.98**	**$134,829.85**	**3.35%**	**$7,196,304.00**	**57.77%**
Total Revenues	**$4,600,993.81**	**$4,832,826.44**	**$231,832.63**	**5.04%**	**$19,519,666.00**	**24.76%**

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 4.

DATE:	November 9, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	SHIRLEY QUINONES, EXECUTIVE ASSISTANT/DEPUTY CITY CLERK
SUBJECT:	RECONSIDERATION OF THE CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND DETERMINE THAT THE CITY WILL CONTINUE TO HOLD MEETINGS VIA TELECONFERENCING AND MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)(3).

RECOMMENDATION:
Staff recommends that the City Council adopt a motion finding that the state of emergency continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person, and that State and County of Los Angeles officials continue to recommend measures to promote social distancing and therefore, the legislative body meetings of the City may continue in a virtual teleconference format in compliance with Government Code Section 54953(e).

BACKGROUND:
The City Council has met remotely throughout the pandemic to protect the health and safety of the public and staff. Since the October 12, 2022 City Council meeting when this item was discussed, the Council reconsidered the factual circumstances that still exist and the City's legislative bodies may continue to hold meetings pursuant to AB361, enabling local public agencies to continue to use teleconferencing without complying with certain Brown Act provisions related to teleconferencing.

DISCUSSION:
Although the COVID rates are steady, the Los Angeles County Department of Public Health is encouraging residents to get their booster shot to fend off what could be another jump in transmission of the virus as more people mingle indoors -- a setting conducive to infection.

The County is asking residents to continue following sensible safety measures including indoor masking and staying home and away from others if sick to help reduce the rate of transmission. In addition, the County is stating that as the COVID-19 virus continues to mutate, there is a very real possibility that new variants of concern could contribute to another surge this winter, making it important that Los Angeles County residents take steps to reduce the risk for serious illness.

Accordingly, transmission still remains contagious, with increased risk for the elderly, the unvaccinated, people with serious health conditions, and workers in close contact with others. Cal OSHA Emergency Temporary Standards continue to recognize the importance of social distancing and state that the fact that particles containing the virus can travel more than six feet, especially indoors, training and instruction should be given to employees in that regard as well as inform them that physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 and are most effective when used in combination. Additionally, the Los Angeles County Department of Public Health continues to recommend that employers take steps to reduce indoor crowding and to enable employees and visitors to physically distance themselves from each other. Based on the research conducted since the last City Council meeting, the factual circumstances exist for the City's legislative bodies to continue to hold meetings pursuant to AB 361. The state of emergency is still in effect, and there are recommended measures to promote social distancing and meeting in person continues to directly impact the ability of members to meet safely in person.

At the October 12, 2022 City Council meeting, the City Council gave direction to staff to open the City Council chambers and approved the holding of council meetings in a hybrid format (both in person and on zoom). The flexibility of a continued hybrid format will allow the continuation of the City's business so that Council meetings would not have to be cancelled should members have health concerns or are sick and would provide the flexibility to each member of a legislative body to determine for themselves based on their own health matters whether attending a meeting will be a risk to their health and safety or that of the other attendees. By reconsidering the circumstances of the state of emergency created by the COVID-19 pandemic and finding that the state of emergency continues to directly impact the ability of the members to meet safely in person, and that state and local officials continue to recommend measures to promote social distancing, the public meetings of the City of Maywood can continue to be conducted in a hybrid format (Zoom and In person) for the next 30 days.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no financial impact if the City Council makes the determination under AB 361 as the City has been meeting in a remote format since the onset of the pandemic in March 2020.

ATTACHMENT(S)

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 5.

DATE: November 9, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: MOHAMMAD MOSTAHKAMI, PE

SUBJECT: CONSIDERATION OF THE PROCUREMENT AND REPLACEMENT OF NEW HVAC (HEATING, VENTILATION, AIR CONDITIONING) AT A) CITY HALL, B) SHERRIF SHARED FACILITIES AND B) YMCA THROUGH BUYBOARD NATIONAL PURCHASING COOPERATIVE

RECOMMENDATION:
It is recommended that City Council:

1. Authorize the purchase, replacement and installation of one HVAC at City Hall, four (4) HVAC units at the Sherriff Shared Facility and two (2) HVAC units at YMCA Facility through BuyBoard National Purchasing Cooperative; and,
2. Appropriate $155,045 from the local rescue plan fund for the purchase and replacement of the one HVAC at City Hall, Four (4) HVAC units at the Sherriff Shared Facility and two (2) HVAC units at YMCA Facility and up to 15% for contingencies and project management; and
3. Authorize the City Manager to sign the procurement documents and any other documents required to facilitate the purchase and installation.

BACKGROUND:
Several HVAC units at City Hall, Sherriff, and the YMCA are old and beyond their useful life, they are inefficient and must be replaced in a timely manner to improve the health and safety for the staff and community at these facilities. One of the efficient methods for purchasing and installation of new units is to procure through a national purchasing cooperative system - cooperative contract - to eliminate the need for public bidding. This method would allow the City to initiate the long lead time material/equipment procurement process earlier, which would provide an accelerated schedule and cost-avoidance benefits to the City. A cooperative contract is an agreement between a local, state, regional, or federal government and businesses. The contract secures affordable rates and establishes delivery terms on goods that many governments need to have.

DISCUSSION:
California law allows for the use of cooperative contracts as an alternative to a competitive bidding process, provided the applicable requirements in Chapter 5 Joint Exercise of Powers are satisfied.

The City's Municipal Code Section 3-14.13 provides exceptions to competitive bidding, if competitive bidding has already been conducted by another public agency including, but not limited to, another local agency, the state through the California Multiple Award Schedule (CMAS), the federal government through the General Services Administration (GSA), the U.S. Communities Government Purchasing Alliance, or the Western States Contracting Alliance (WSCA).

The BuyBoard National Purchasing Cooperative is a public agency created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. See attached Buy Board Cooperative Award and Frequently Asked Questions. The city of Maywood is a cooperative member of BuyBoard.

There is no cost to join or use any of the contracts and it is open to all types of local government agencies as well as non-profits. Revenue for operating the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

Staff has obtained proposals from Carrier through BuyBoard Contract No 631-20 for procurement and replacement of HVAC units at City Hall, Sherriff shared facilities, and YMCA recently (see attached proposals). The units will be purchased through a BuyBoard Contract. The work under the contract includes the removal and disposal of existing units to be replaced, labor, material, and installation. The units are energy efficient and those at City Hall and Sherriff shared facilities are eligible for incentives through the Energy Coalition. The units are anticipated to be installed within the next 3 to 6 months after the execution of related procurement documents. As of to date, incentives of an estimated amount of $4,174 from the Energy Coalition are anticipated for City Hall and Sheriff's shared facilities. YMCA is not eligible for rebates due to the fact that the City does not pay their electrical bill. These improvements will improve the health and safety of staff and visitors at these facilities and ARPA funds are an eligible source of funding and are recommended to be used.

Staff recommends City Council authorize the purchasing and installation of one HVAC unit at City Hall, Four (4) HVAC units at the Sherriff's facility for $66,362 and two (2) HVAC units at YMCA Facilities for $68,460 through BuyBoard National Purchasing Cooperative, appropriate $155,045 from American Rescue Plan Act (ARPA) funds for the purchase and installation of the HVAC units to cover the procurement cost and up to 15% for contingencies and project management and further authorize the City Manager to execute the purchasing documents.

The HVAC unit and installation cost breakdown is below:

a.	one (1) HVAC unit at City Hall and four (4) HVAC units at Sherriff's facility	$66,362.00
b.	two (2) HVAC units at YMCA Facilities through BuyBoard National Purchasing Cooperative for	$68,460.00
c.	Sub-total for HVAC acquisition and installation	$134,822.00
d.	Contingencies	$20,223.00
e.	c plus d from American Rescue Plan Act (ARPA) funds - Fund 273 - Local Fiscal Recovery Funds	$155,045.00

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:

The total estimated cost of purchasing and replacement of the HVACs including 15% for contingencies and project management, is $155,045. The staff is requesting an appropriation of $155,045 from American Rescue Plan Act (ARPA) funds - Fund 273 - Local Fiscal Recovery Funds to cover the total project cost. All rebates ($4,174) and funds that will be provided by the YMCA ($33,460) for these maintenance repairs will be deposited back into Fund 273.

F.Y. 22-23 Impact: outlay of $155,045.00 to be reimbursed into Fund 273 as an allowable use of ARPA funding	**Current F.Y. Budget: NA**
Fund Impacted: Fund 273 - Local Fiscal Recovery Funds	**Budget adjustment requested: NA**
Source of funds: Federal American Rescue Plan Act (ARPA) funds - in Fund 273 - Local Fiscal Recovery Funds	**Updated Account Budget: NA**
Account Number: 6115 Contractual Services	**For fiscal year: NA**

ATTACHMENT(S)

1. Buyboard National Purchasing Award with Carrier
2. BuyBoard Frequently Asked Questions
3. Career Proposals under BuyBoard Contract 631-20

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 22, 2020

Sent Via Email: joseph.e.ison@carrier.com

Joe Ison
Carrier Corporation
13995 Pasteur Blvd.
Palm Beach Gardens, FL 33418

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 631-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

October 22, 2020

Sent Via Email: joseph.e.ison@carrier.com

Joe Ison
Carrier Corporation
13995 Pasteur Blvd.
Palm Beach Gardens, FL 33418

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*
Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment

Proposal Due Date/Opening Date and Time: July 14, 2020 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 631-20

Anticipated Cooperative Board Meeting Date: October 2020

Contract Time Period: December 1, 2020 through November 30, 2021 with two (2) possible one-year renewals.

Carrier Corporation
Name of Proposing Company

7/12/2020
Date

13995 Pasteur Blvd
Street Address

Joe Ison
Signature of Authorized Company Official

Palm Beach Gardens, FL 33418
City, State, Zip

Joe Ison
Printed Name of Authorized Company Official

501-529-9688
Telephone Number of Authorized Company Official

Strategic Accounts Manager
Position or Title of Authorized Company Official

860-755-0473
Fax Number of Authorized Company Official

06-0991716
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

VENDOR CONTACT INFORMATION

Name of Company: Carrier Corporation

Vendor Proposal/Contract Contact Name: Joe Ison

Vendor Proposal/Contract Contact E-mail Address: joseph.e.ison@carrier.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 5900-J, Northwoods Business Pkwy, Charlotte, NC 28269
attn; Alex Relf - Strategic Accounts

Company Website: carrier.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: joseph.e.ison@carrier.com

Purchase Order Contact: Joe Ison Phone: 501-529-9688

Alternate Purchase Order E-mail Address: alex.l.relf@carrier.com

Alternate Purchase Order Contact: Alex Relf Phone: 704-607-9491

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: joseph.e.ison@carrier.com

RFQ Contact: Joe Ison Phone: 501-529-9688

Alternate RFQ E-mail Address: alex.l.relf@carrier.com

Alternate RFQ Contact: Alex Relf Phone: 704-607-9491

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 5900-J, Northwoods Business Pkwy **Department:** Strategic Accounts Service

City: Charlotte **State:** NC **Zip Code:** 28269

Contact Name: Alex Relf **Phone:** 704-607-9491

Invoice Fax: ________________ **Invoice E-mail Address:** alex.l.relf@carrier.com

Alternative Invoice E-mail Address: joseph.e.ison@carrier.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: N/A **Department:** ________________

City: ________________ **State:** ________________ **Zip Code:** ________________

Billing Agent Contact Name: ________________ **Phone:** ________________

Billing Agent Fax: ________________ **Billing Agent E-mail Address:** ________________

Alternative Billing Agent E-mail Address: ________________

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- [x] My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- [ ] My company is not owned or operated by anyone who has been convicted of a felony.
- [ ] My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): ______________________________

Details of Conviction(s): ______________________________

____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**

☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Carrier Corporation	13995 Pasteur Blvd
Company Name	Address

Palm Beach Gardens	FL	33418
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_______________ or _______________%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Joe Ison	Joe Ison
Signature of Authorized Company Official	Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

***Note*: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.**

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

N/A

Name of Certifying Agency:

N/A

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corporation

Company Name

Joe Ison

Printed Name

Joe Ison

Signature of Authorized Company Official

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

7/12/2020
Date

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

- ☒ **No**; Deviations
- ☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

____

____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

____

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☒ Other:

Net 60 Days

3. Number of Days for Delivery: will vary ARO

4. Vendor Reference/Quote Number: ______________________________

5. State your return policy: Return policy will be provided upon request at the time of quote, specific to product being quoted.

There are different return policies applicable to the various products that Carrier manufactures or provides.

6. Are electronic payments acceptable? ☐ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

N/A

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A
____
Designated Dealer Name

____
Designated Dealer Address

______________ ______________ ______________
City State Zip

______________ ______________
Phone Number Fax Number

______________ ______________
Email address Designated Dealer Tax ID Number* **(*attach W-9)**

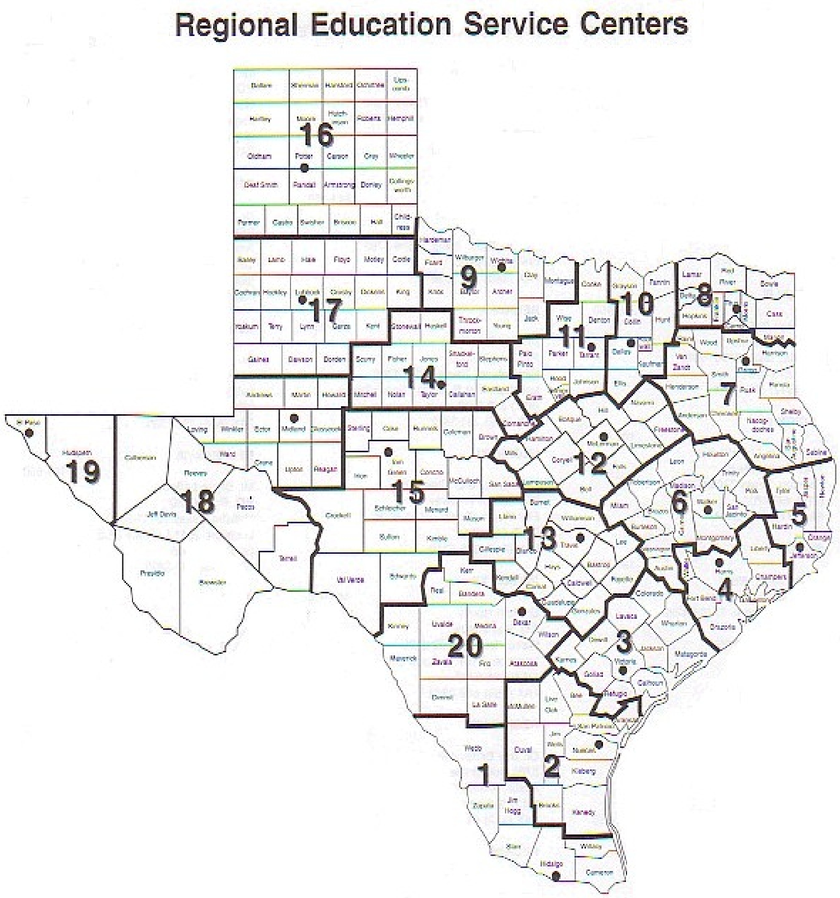
____
Designated Dealer Contact Person

______________ ______________
Your Company Name Signature of Authorized Company Official

BuyBoard® Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



■ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

☐ I will not service members of the Texas Cooperative.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

____

____

____

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

■ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Carrier Corporation
Name of Vendor

631-20
Proposal Invitation Number

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name of Authorized Company Official

7/12/2020
Date

FEDERAL AND STATE / PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ >$5mm . (The period of the 12 month period is 7/1/2019 / 6/30/2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y		HVAC
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	Y	4	HVAC
5. E&I Cooperative	Y	5+	HVAC
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	Y	10+	HVAC
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 40% off master list **Proposed Discount (%):** 40% off master list

Explanation: Sales volume to specific accounts/contracts is proprietary. Carrier Corp confidential.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Carrier Corp

Company Name

Joe Ison

Signature of Authorized Company Official

Joe Ison

Printed Name

BuyBoard® Cooperative Purchasing

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Dallas ISD	Tony Thompson	214-240-9455	tonthompson@dallasisd.org	40%	confidential
2.	Texas Tech	Dale Townsley	806-834-5638	dale.townsley@ttu.edu	40%	confidential
3.	Bexar County	Jose Torralva	210-335-6702	jose.torralva@bexar.org	40%	confidential
4.	City of Round Rock	Rolando Rodriguez	512-844-5333	rolandorodriguez@roundrocktx.gov	40%	confidential
5.	Harris County	Greg Medlin	713-274-9880	gregory.medlin@hctx.net	40%	confidential

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

In certain, strategic competitive bid situations and depending on current list prices

Carrier Corporation confidential

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Carrier Corporation

Company Name

Joe Ison

Signature of Authorized Company Official

Joe Ison

Printed Name

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Carrier actively uses our relationship with BuyBoard to engage existing and new customers. We have several existing customers that exclusively use the BuyBoard contract to purchase from Carrier. For example, Texas Tech and Bexar County. Anytime we engage with a new customer that would benefit from the BuyBoard contract, we direct them to the member website to register. We have also advertised our relationship with BuyBoard in recent customer proposals to make their purchasing decision simpler. We consider our sales staff and managers to be well-versed on the BuyBoard process.

Carrier Corporation

Company Name

Joe Ison

Signature of Authorized Company Official

Joe Ison

Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

Pricing/Discounts

Other cooperative program memberships

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: ______________________________

____

____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Carrier Corporation

Company Name

Joe Ison

Signature of Authorized Company Official

Joe Ison

Printed Name

7/12/2020

Date

VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Carrier Corporation

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation ✓
Limited Liability Company ____
Partnership ____
Other ____ If other, identify ____________

State of Incorporation (if applicable): DE

Federal Employer Identification Number: 06-0991716
(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Carrier Corporation, Carrier Commercial Service

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Carrier Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

131 S Dearborn

Requester's name and address (optional)

6 City, state, and ZIP code

Chicago IL60603

7 List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

0 6 – 0 9 9 1 7 1 6

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Deborah A McDaniel Date ▶ 11/10/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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"). 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.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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 USC 1352. Each tier must 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 non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

11. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	JI
2. Termination for Cause or Convenience	Yes	JI
3. Equal Employment Opportunity	Yes	JI
4. Davis-Bacon Act	Yes	JI
5. Contract Work Hours and Safety Standards Act	Yes	JI
6. Right to Inventions Made Under a Contract or Agreement	Yes	JI
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JI
8. Debarment and Suspension	Yes	JI
9. Byrd Anti-Lobbying Amendment	Yes	JI
10. Procurement of Recovered Materials	Yes	JI
11. Profit as a Separate Element of Price	Yes	JI
12. General Compliance and Cooperation with Cooperative Members	Yes	JI

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Carrier Corporation
Company Name

Joe Ison
Signature of Authorized Company Official

Joe Ison
Printed Name

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Please see Attachment - Carrier Corp General Information

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Please see attachment - BuyBoard 631-20 Additional information.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Please see attachment - BuyBoard 631-20 Additional information.

See also attachment - Carrier Commercial Services Overview 2020

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Please see attachment - BuyBoard 631-20 Additional information.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

Please see attachment - BuyBoard 631-20 Additional information.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Please see Attachment - Carrier Corp General Information

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

Please see Attachment - Carrier Corp General Information

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

Carrier has not defaulted on any projects. Please see Attachment - Carrier Corp General Information

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

Please see Attachment - Carrier Corp General Information

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Please see attachment - BuyBoard 631-20 Additional information.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Please see Attachment - Carrier Corp General Information

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Please see Attachments - NAFS Pre-qualification 2020 YTD and Carrier EMR

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Carrier Corporation

Company Name

Joe Ison

Signature of Authorized Company Official

MARSH

Marsh USA Inc.
99 High Street
Boston, MA 02110
Michelle.P.Greene@marsh.com
www.marsh.com

Memo

To: Risk Management, Carrier Global Corporation
Date: April 7, 2020
From: Michelle P. Greene
Subject: Workers Compensation Experience Modifications

Carrier Global Corporation shares the workers compensation experience rating of its former parent organization United Technologies Corporation ('UTC'), and other UTC subsidiaries. Carrier was a subsidiary of UTC until legal separation on April 3, 2020 and will continue to share the UTC experience modification until such time as the NCCI promulgates a new experience rating. Carrier is periodically asked, frequently in contract bid situations, to provide a history of the company's experience rating modifications. Please feel free to share a copy of this memo in response to such inquiries.

The table below illustrates recent historical ratings available/ updated (as of the date of this memo) for Carrier Global Corporation.
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Rating Bureau		Effective Dates						
Bureau	Risk ID #	4/1/2014	4/1/2015	4/1/2016	4/1/2017	4/1/2018	4/1/2019	4/1/2020
NCCI	910620061	.58	.55	.55	.52	.53	.56	.57
PA	2087731	.628	.641	.638	.654	.676	.693	TBD*
NJ	344160	.508	.403	.342	.244	.315	.385	TBD*
CA	76507-F	.69	.65	.59	.51	.51	.48	TBD*
MI	151-664-7-A	.50	.49	.50	.53	.48	.46	TBD*
DE	2087731	.890	.905	.835	.826	.804	.803	TBD*

*Rates to be updated as they are received.

MARSH

Marsh USA Inc.
20 Church Street
Hartford, CT 06103
theresa.a.lebeau@marsh.com
www.marsh.com

Memo

To: Risk Management, Carrier Corporation
Date: April 2, 2019
From: Theresa LeBeau
Subject: Workers Compensation Experience Modifications

As you know, Carrier Corporation shares the workers compensation experience rating of its parent organization United Technologies Corporation ('UTC'), and other UTC subsidiaries. Carrier is periodically asked, frequently in contract bid situations, to provide a history of the company's experience rating modifications. Please feel free to share a copy of this memo in response to such inquiries.

The table below illustrates recent historical ratings available/ updated (as of the date of this memo) for UTC companies.

Rating Bureaus		Rating Effective Dates					
Bureau	Risk ID #	4/1/2014	4/1/2015	4/1/2016	4/1/2017	4/1/2018	4/1/2019
NCCI	910620061	.58	.55	.55	.52	.53	.55
PA	2087731	.628	.641	.640	.656	.679	.693
NJ	344160	.508	.403	.342	.244	.315	Pending
CA	76507-F	.69	.65	.59	.51	.51	Pending
MI	151-664-7-A	.50	.49	.50	.53	.48	.46
DE	2087731	.890	.905	.835	.826	.804	.810

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- ☑ Completed: **Proposer's Agreement and Signature**
- ☑ Completed: **Vendor Contact Information**
- ☑ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☑ Completed: **Resident / Nonresident Certification**
- ☑ Completed: **No Israel Boycott Certification**
- ☑ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☑ Completed: **Historically Underutilized Business (HUB) Certification**)
- ☑ Completed: **Construction Related Goods and Services Affirmation**
- ☑ Completed: **Deviation / Compliance**
- ☑ Completed: **Location / Authorized Seller Listings**
- ☑ Completed: **Manufacturer Dealer Designation**
- ☑ Completed: **Texas Regional Service Designation**
- ☑ Completed: **State Service Designation**
- ☑ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☑ Completed: **Federal and State / Purchasing Cooperative Experience**
- ☑ Completed: **Governmental References**
- ☑ Completed: **Marketing Strategy**
- ☑ Completed: **Confidential / Proprietary Information**
- ☑ Completed: **Vendor Business Name with IRS Form W-9**
- ☑ Completed: **EDGAR Vendor Certification**
- ☑ Completed: **Proposal Invitation Questionnaire**
- ☑ Completed: **Proposal Specifications** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.),* ***Manufacturer Authorization Letters and License***
- ☑ Completed: **Required Forms Checklist**

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · FAX: 800-211-5454 · buyboard.com

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **HVAC Equipment** (all types - rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and related items).
2. Discount (%) off catalog/pricelist for **HVAC Controls, Software and Monitoring Systems** (all types).
3. Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types - coils, fans, and related items).
4. Discount (%) off catalog/pricelist for **HVAC Supplies** (all types).
5. Discount (%) off catalog/pricelist for **HVAC Filters** (all types).
6. Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types).
7. Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types).
8. Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types).
9. Discount (%) off catalog/pricelist for **HVAC Refrigerant Recovery Equipment** (all types).
10. Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).
11. Discount (%) off catalog/pricelist for **Insulation Products for HVAC Equipment.**
12. Discount (%) off catalog/pricelist for **HVAC Maintenance Agreements.**

Section II: Installation and Repair Service

13. **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters and removal/ disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.
14. **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products,** not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
15. **Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products**, not to exceed non-standard hourly labor rate for Installation of HVAC Equipment and Products.
16. **Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).
17. **Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products** - RSMeans Cost Data from the Total INCL O&P column (most current edition).

Manufacturer Authorization Letter.

To whom it may concern,

The Carrier Corporation is a manufacturer of Heating, ventilation, air-conditioning and controls, services and sustainable solutions for residential, commercial, industrial applications which are proposed in the response – BuyBoard HVAC Equipment, Supplies and Installation of HVAC Equipment.

Thank you,

Joe Ison

Strategic Accounts Manager

501-529-9688

Joseph.e.ison@carrier.com

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
Nitchie, Stephen CARRIER CORPORATION 1901 North Glenville Dr, STE 702, Richardson, TX 75081 No DBA found	**Air Conditioning/Refrigeration Contractor** License #: TACLA83959C Expiration Date: 10/11/2020 Type: AC Phone: (972) 877-7474

Frequently Asked Questions

What California laws govern the use of cooperative contracts or 'piggybacking'?

A: California law allows for the use of cooperative contracts as an alternative to a competitive bidding process, provided the applicable requirements in Chapter 5 Joint Exercise of Powers (https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=5.&article=1.) are satisfied.

Does the BuyBoard meet the definition of a Public (Lead) Agency in California?

A: Yes. Under California § 6500, as used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies. The National Purchasing Cooperative (BuyBoard) is a public agency created in accordance with Maryland state statues, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

What does it cost to become a BuyBoard member?

A: There is no cost to join or use any of the contracts and is open to all types of local government agencies as well as non-profits. Revenue to operate the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

How do I order products through the BuyBoard?

A: All awarded items, services or catalogs will be posted on the BuyBoard website, so that cooperative members can search for and select items. The steps for making a purchase are listed below:

1. Select an Awarded BuyBoard Vendor
2. Request a Quote per the BuyBoard Contract
3. Issue and send the PO to the Vendor and List Contract Number
4. Email copy of the PO to info@buyboard.com

What is the RFQ tool available within the BuyBoard?

A: It is an automated request for quote (RFQ) function that allows members who buy in volume, or that want to streamline the quotation process, to create a request for a selected list of items and select the vendors from whom they want to solicit a price quote. When the RFQ closes and vendors have responded, the system automatically tabulates the results. For any large-volume purchases, the RFQ process allows for additional price concession from the awarded cooperative vendors without members going through the formal competitive bid process themselves.

Do we commit our entity from only ordering through BuyBoard by joining the cooperative?

A: **No.** You use the cooperative as much or as little as needed. A variety of products are available at discounts from manufacturers' prices. Members can elect to do all their purchasing or only purchase selected items. After becoming a member, you choose how much or little to use and participate.

What about my current local, regional and MWBE vendors?

A: The BuyBoard encourages their participation in the competitive procurement process. If the local vendors are awarded a contract, it may open greater business opportunities with a wider variety of local governments. We would encourage your vendors to register with the BuyBoard to receive notice of proposal invitation opportunities.

Does the BuyBoard support public education?

A: **Yes.** A majority of the revenue collected by the BuyBoard is given to support public education at the state or national level.

How do I join and who should I reach out to if I have further questions?

A: Membership is super easy. You can go to the **BuyBoard** website, click on the National Tab and then "How to Join".

For questions - You can reach out to your BuyBoard contact, David Ricketts (david.ricketts@buyboard.com) at (913) 424-5758 for assistance or questions.

November 1, 2021

Sent via email to: joseph.e.ison@carrier.com

Joe Ison
Carrier Corporation
13995 Pasteur Blvd.
Palm Beach Gardens FL 33418

Re: HVAC Equipment, Supplies, and Installation of HVAC Equipment
BuyBoard Contract 631-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under HVAC Equipment, Supplies, and Installation of HVAC Equipment, Contract 631-20 effective December 1, 2020 through November 30, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

Address 2478 Peck Road
City of Industry CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name	Jerry Gomez		
Account	City of Maywood		
Phone	(323) 691-5356		
Site Address	4319 East Slauson Avenue Maywood, CA 90270	Estimate Date	10/05/2022
		Quote Number	00706384

Job Description City of Maywood - ***City Hall and Sheriffs A/C Replacement***

Scope of Work

Check in with customer upon arrival
Disconnect utilities to the following units in question - (1) at City Hall and (4) at the Sheriffs station
Demo and remove units utilizing crane for rigging
Furnish and install the following Carrier units (new equipment has 13 week lead tme):
City Hall HP #1 - M#50VR-C30 - 15 SEER (2.5 Ton) 384 lbs.
Sheriff Station HP #1A - M# 50VR-C24 - 15 SEER (2 Ton) 338 lbs.
Sheriff Station HP #1B - M# 50VR-A48 - 15 SEER (4 Ton) 447 lbs.
Sheriff Station HP #2 - M# 50VR-A36 - 15 SEER (3 Ton) 413 lbs.
Sheriff Station HP #3 - M# 50VR-C24 - 15 SEER (2 Ton) 338 lbs.
Reconnect to existing utilities, drain line and ductwork (seal ductwork as needed)
Restore power, start-up units and verify operation; clean work area
Crane Services and Prevailing Wages Included
Warranty: 90 Days Labor and 1 Year Parts

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted.

Overtime labor, permits, engineering, structural engineering, platform modifications, Title24, plan check roofing, any items not specifically listed in the scope of work above.

Total Quoted Price – Pricing through BuyBoard Contract Number: 631-20

Total Price for Scope of Work including applicable taxes: $66,362.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold,

fungi, mildew or bacteria.

- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

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12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The rice of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions–Rental, available at https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

Over 100 years of innovations

carrier.com/service

Address 2478 Peck Road
City of Industry CA 90601
Phone (818) 652-2365
Fax (860) 998-7888
E-mail dan.marquez@carrier.com

Contact Name	Jerry Gomez
Account	City of Maywood
Phone	(323) 691-5356
Site Address	4801 E. 58th Street Maywood, CA 90270
Estimate Date	10/05/2022
Quote Number	00707641

Job Description City of Maywood – ***YMCA – A/C #2 & #3 Replacement***

Scope of Work

Check in with customer upon arrival
Disconnect utilities to the following units in question - YMCA #2 & #3
Demo and remove units utilizing crane for rigging (Carrier to properly dispose of old equipment)
Note: City to assist with Traffic Control per Jerry Gomez
Furnish and install the following units **(new equipment has 28 week lead time)**:
YMCA HP #2 - M# 50FCQM12 - 15 SEER (10 Ton) 955 lbs.
YMCA HP #3 - M# 50FCQM14 - 15 SEER (12.5 Ton) 1,250 lbs.
Reconnect to existing utilities, controls/thermostat, drain line and ductwork (seal ductwork as needed)
Furnish and install (2) new electrical service disconnects
Restore power, start up units and verify operation; clean work area
Warranty: 90 Days Labor and 1 Year Parts

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted.

Overtime labor, permits, engineering, structural engineering, platform modifications, Title24, plan check roofing, any items not specifically listed in the scope of work above.

Total Quoted Price – Pricing through BuyBoard Contract Number: 631-20

Total Price for Scope of Work including applicable taxes: $68,460.00

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Dan Marquez

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

This quote is valid for 30 days.

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

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24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO**.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link:https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS – Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The rice of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) – Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY – The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link:

https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS- If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions–Rental, available at https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/,shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.carrier.com/commercial/en/us/service/contractor-licenses.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at https://www.carrier.com/commercial/en/us/legal/additional-terms, which are incorporated herein, shall apply.

Over 100 years of innovations

carrier.com/service

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 6.

DATE:	November 9, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	JENNIFER VASQUEZ, CITY MANAGER
SUBJECT:	CONSIDERATION OF AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO CERTAIN EXISTING OR NEW PARKS IN THE CITY OF MAYWOOD

RECOMMENDATION:

Staff recommends that the City Council approve the Amendment to the Agreement between the City of Maywood and the Los Angeles Neighborhood Land Trust for the parameters regarding the development and construction of improvements to certain existing or new parks in the City of Maywood.

BACKGROUND:

The Los Angeles Neighborhood Land Trust ("LANLT") is a non-profit organization that was established to address park inequities, especially in communities of color. LANLT was founded in 2002 to address Los Angeles's park inequities. They focus their efforts exclusively on communities of color that have little to no access to green space. The Los Angeles metropolitan area currently ranks 55th out of the 100 largest cities in the country for the number of people living within a 1/2 mile of a park. While there is a significant lack of green and recreational space throughout Los Angeles, low-income communities of color fare much worse. A 2016 countywide analysis of green space found that communities with very high or high park needs were 90% predominately communities of color.

On February 27, 2021, the City and the LANLT entered into an agreement that set the parameters for the funding and construction of improvements for a park project. LANLT's business model is to partner with the City and develop a conceptual plan for park improvements and conduct outreach to the community. Through the agreement, it was agreed that once the plans are solidified, LANLT would seek grants that would underwrite the costs of the design, development, and construction of the improvements. If LANLT is successful in obtaining grant funding, LANLT would then hire a contractor to construct the improvements and they will oversee the project. Once completed, the improvements are turned over to the City and the City accepts those improvements and assumes the remaining grant obligations regarding the improvements.

There was no cost to the City to enter into this agreement. LANLT has provided the community outreach at its own cost and the park improvement conceptual plans and estimates were done by LANLT.

DISCUSSION:

LANLT and the City have collaboratively sought grants to improve existing parks. Specifically, for Riverfront Park, we have been successful in securing three Park Specific grants from the State, a Rivers and Mountains Conservancy grant, and a competitive County Parks Measure A grant. Additionally, a number of the City's per capita State and County park funds (i.e. County Parks Measure A, State Parks Urban Per Capita), have also been earmarked for Riverfront Park and other pocket parks throughout the City. Through this effort, the City is prepared to move forward with the development and construction of improvements to the city's parks.

The proposed amendment to the agreement defines the process for the distribution of grant funding for the implementation of various park projects. LANLT shall also prepare and submit on behalf of the City (as applicable) all reports or other documents required under the terms of the grant, including any documentation needed for the release of grant funds.

LEGAL REVIEW:

The City Attorney has reviewed this staff report.

FISCAL IMPACT:

Compensation for project management by LANLT is not to exceed the amount allowed by respective grant programs; however, if there are additional funds needed, the amendment allows for the City Manager to approve the request. Funding, if required, would be from Fund 100 - General Fund or other identified grant funds that the City may identify for the project.

ATTACHMENT(S)

1. Amendment to Agreement with LANLT

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MAYWOOD AND THE LOS ANGELES NEIGHBORHOOD LAND TRUST FOR THE PARAMETERS REGARDING THE DEVELOPMENT AND CONSTRUCTION OF IMPROVEMENTS TO CERTAIN EXISTING OR NEW PARKS IN THE CITY OF MAYWOOD

This Amendment dated November 9, 2022 is to that certain Agreement by and between the City of Maywood, a municipal corporation ("City") and the Los Angeles Neighborhood Land Trust, a California non-profit public benefit corporation ("LANLT") dated February 27, 2021 ("Agreement").

RECITALS

A. City and LANLT entered into the Agreement to partner with LANLT in seeking grants and raising funds for the design, development and construction of improvements to existing parks in the City or the design, development and construction of new parks in the City.

B. City and LANLT desire to amend the terms of the Agreement in order to define the process for the distribution of grant funding for the implementation of various park projects.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

Section 1. Section 12 of the Agreement is hereby amended in its entirety to read as follows:

"12. Payments.

(a) Where LANLT is the grantee under a Grant Agreement, LANLT is fully responsible for all payments to the Contractor and all other contractors and subcontractors from the proceeds of the grant, in accordance with the terms of the Grant Agreement. LANLT shall also prepare and submit on behalf of the City (as applicable) all reports or other documents required under the terms of the grant, including any documentation needed for the release of grant funds.

(b) LANLT will track all time associated with direct project management for the project and will prepare invoices for reimbursement that include any documentation needed for the release of grant funds. Compensation for project management is not to exceed the amount allowed by respective grant programs without prior review and approval by City Manager.

(c) Where the City is the grantee under a Grant Agreement, the City Manager and LANLT shall develop a process to facilitate the payment of invoices from the City to LANLT for payments required under the grant either as reimbursable expenses or direct payments to third parties. LANLT shall also prepare and submit on behalf of the City (as applicable) all reports or other documents required under the terms of the grant, including any documentation needed for the release of grant funds. The City Manager is authorized to undertake all actions necessary to implement the provisions of this paragraph without further approval from the City Council.

(d) For purposes of any Grant Agreement or other funding agreement or source, the City hereby designates LANLT as an agent of the City solely to allow LANLT to submit reports and documents as well as to request reimbursements under the Grant Agreement."

<u>Section 2</u>. Except as expressly modified by this Amendment, all other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CITY OF MAYWOOD

____
Heber Marquez, Mayor

ATTEST:

____
Andrea Aguilar, City Clerk

APPROVED AS TO FORM:

____
Roxanne Diaz, City Attorney

LOS ANGELES NEIGHBORHOOD
LAND TRUST:

____
Tori Kjer, Executive Director

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 7.

DATE:	November 9, 2022
TO:	HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM:	JENNIFER VASQUEZ, CITY MANAGER
BY:	JENNIFER VASQUEZ, CITY MANAGER
SUBJECT:	CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAYWOOD AND THE COUNTY OF LOS ANGELES TO SUPPORT BROADBAND CONNECTIVITY AND ADDRESS THE DIGITAL DIVIDE

RECOMMENDATION:
It is recommended that the City Council (i) approve a Memorandum of Understanding (MOU) (Attachment "A") between the City and the County of Los Angeles to support broadband connectivity and address the digital divide in the form finalized by the City Manager and City Attorney; and (ii) authorize the City Manager and City Attorney to make non-substantive changes and execute all related documents.

BACKGROUND:
The digital divide, or the gap between those that have opportunities to access and benefit from the internet and those that do not, has been brought to the forefront during the COVID-19 pandemic. In response to the COVID-19 pandemic, the public and private sectors have prioritized digitizing and providing their services online, requiring residents to have basic internet connectivity to access these services. In 2020, 10% of Californians reported not having a desktop, laptop, or other computing device at home. Access was especially limited among low-income (23%), less-educated (16%), Black (15%), and Latino (15%) households. Notably, 5% of households with school-age children did not have home access to a device.

The Los Angeles Region is struggling with the Digital Divide which has been exacerbated during COVID-19 as workplaces and schools have shut down and forced people to work from home. Families that do not have broadband access and/or computers at home are at a severe disadvantage. This impacts their ability to use supportive Los Angeles County digital services which can possibly lead to other social-economic issues like homelessness.

The Federal Government and the State of California have demonstrated their commitment to bridging the digital divide by providing competitive grants to fund broadband internet access, affordability, and adoption. The term broadband commonly refers to high-speed internet access that is always on and faster than traditional dial-up access.

On September 13, 2022, the Los Angeles County Board of Supervisors approved several key items to advance digital equity within Los Angeles County, including establishing an intergovernmental Broadband Committee, allocating $56 million of ARPA (American Rescue Plan Act of 2021) funding for Community Broadband

Network Demonstration Projects, and establishing MOU's (Memorandum of Understandings) with broadband service providers through a competitive procurement process. A Memorandum of Understanding (MOU) is required of Los Angles County Departments when an application for funds includes an explicit non-financial collaboration with partnering organizations such as broadband service providers. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.The Los Angeles County Internal Services Department (Los Angeles County ISD) identified the City of Maywood to be within one of the digital divide areas by examining low to moderate-income households without internet connectivity and, in response, has invited the City to be a partner agency.

DISCUSSION:

The COVID-19 pandemic has changed daily routines for many and especially affected the way in which students learn through online education. Despite the flexibility in online learning and telecommuting, approximately 365,000 households in Los Angeles County are estimated to lack broadband internet service. This disproportionately impacts lower-income communities as well as populations that are predominantly Black and Latino/a from accessing high-speed internet service and connecting to critical information. Several government initiatives are underway to address this crisis, yet digital inequities persist in rural and urban areas. The County of Los Angeles Board of Supervisors has directed the County ISD to assess viable options to facilitate residential access to reliable broadband service in low-income communities where more than 20% of the households lack internet service, based on data from the United States Census Bureau's American Community Survey. As part of the County ISD's assessment of the digital divide, the City of Maywood has been identified within the Supervisorial District 4 Target Area as a prime candidate for increasing broadband connectivity. Compared to other areas of Los Angeles County, Maywood has a high number of low and middle-income residents and a high percentage of households who lack internet connectivity. These criteria make Maywood ideal for a partnership with Los Angeles County to improve internet connectivity.

Under this proposed MOU, collaboration with Los Angeles County on expanding broadband connectivity will include the following joint efforts:

a. Build a shared organizational framework that can be used to develop a comprehensive regional strategy.
b. Share non-personally identifiable data that can help inform this effort and related strategies.
c. Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
d. Identify and share projected costs and funding sources for planned investments and for projects under consideration.
e. Share timelines and locations for potential and planned investments.
f. Explore grant opportunities to jointly pursue.

Based on the findings of potential assets in Maywood, the City may support broadband technologies through the use of existing infrastructure, such as buildings, utility poles, or existing underground lines to expand fiber optics, wireless broadband, or other technologies as appropriate. The County ISD plans to make use of Internet Service Providers who have been selected through a competitive Request for Qualifications (RFQ) process in each partner community. As a requirement, respondents to the RFQ must be able to deliver high-speed, high-quality broadband internet service to each residence using wireless technology, fiber, or a combination of both.

Once the MOU is executed, the County ISD will work to include Maywood as a partner to help close the digital divide and work with City staff to assess the next steps in expanding broadband technology throughout Maywood.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:
There is no budget impact associated with adopting the proposed Memorandum of Understanding.

ATTACHMENT(S)
1. LA COUNTY COMMUNITY BROADBAND MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITYOF MAYWOOD AND THE COUNTY OF LOS ANGELES FOR COORDINATION OF DIGITAL CONNECTIVITY INVESTMENTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into this 9TH day of November, 2022, by and between the City of Maywood, a municipal corporation, and the COUNTY OF LOS ANGELES**,** acting by and through its Internal Services Department ("COUNTY" or “ISD”), (individually as "Party", or collectively as "Parties").

RECITALS

WHEREAS, ISD is authorized pursuant to Section 23005 of the Government Code and by the November 16, 2021 motion of the County Board of Supervisors' (Agenda Item #19, Investments to Accelerate Digital Equity) to enter into an MOU to partner with agencies to coordinate efforts for digital equity and connectivity; and

WHEREAS, the digital divide – the gap between those that have opportunities to access and benefit from the internet and those that do not – has been brought to the forefront by the disparities in the underserved communities negatively impacted by the COVID-19 pandemic; and

WHEREAS, in response to the COVID-19 pandemic, both the public and private sectors have prioritized digitizing and providing their services online, which requires residents to have basic internet connectivity to access these services; and

WHEREAS, the Federal Government and the State of California have demonstrated their commitment to bridge the digital divide by providing competitive grants to fund broadband internet access, affordability and adoption; and

WHEREAS, eligibility for grant funding requires local agencies to coordinate and collaborate to leverage the competitive advantages of each agency, including existing capital assets, authorities, and services, to build toward a coherent and interoperable regional strategy; and

WHEREAS, the Parties desire to collaborate and commit resources towards digital equity to ensure residents and businesses have access to high-speed internet; and

NOW THEREFORE, in consideration of the mutual benefits contained herein, and for good and valuable consideration, the Parties agree as follows:

1. PURPOSE

The purpose of this MOU is to reduce duplication of efforts by establishing a partnership to plan for coordinated investments that would deploy each Parties' competitive advantages (including assets and operations) to effectively, efficiently, and equitably bring new wide range public connectivity infrastructure to communities and build a comprehensive regional strategy.

The partnership is intended to encourage coordination and collaboration in regard to both community-based connectivity projects (such as wireless and/or fiber-optic technology that provides last-mile access within a particular geographic area) as well as the buildout of regionally-supportive backbone infrastructure such as open-access public fiber-optic networks.

2. TERM
This MOU will be effective from the date of authorized signature by the Parties through November 9, 2024, unless terminated earlier by any Party as set forth in this MOU.

3. AMENDMENT
An amendments to this MOU must be made by mutual written consent of the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

4. TERMINATION
This MOU may be terminated by either Party with twelve (12) days written notice.

5. ROLES AND RESPONSIBILITIES
Parties agree to work collaboratively to coordinate each party's digital connectivity investments to maximize public impact and to secure additional funding in this vital area.

Furthermore, Parties agree to:

- Build a shared framework that can be used to develop a comprehensive regional strategy.
- Advocate for a coordinated digital connectivity strategy.
- Share non-personally-identifiable data that can help inform this effort and related strategies.
- Identify, assess, and share information on each party's assets and operations that may be considered for hosting or otherwise supporting new infrastructure.
- Identify and share projected costs and funding sources for planned investments and for projects under consideration.
- Share timelines and locations for potential and planned investments.
- Explore grant opportunities to jointly pursue.

While the intent is to collaborate to the greatest extent possible, the Parties are free and able to use any shared information as each Party sees fit for their respective purposes around digital connectivity. Information being shared, or withheld, imposes no other duty on the Parties, outside of information sharing, and no duty to work collaboratively on future projects without entering into a separate agreement or an amendment to this MOU.

6. REPORTING

Each Party is responsible for the collection, collation, and submission of required reporting under its own jurisdiction. When mutually agreed, the Parties will share information on areas of mutual interest or in relation to jointly pursued grants.

7. CONFIDENTIALITY

Parties shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality.

8. PUBLIC RECORDS ACT

Parties understand and agree that any documents shared with the other Party for purposes of this MOU, become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq., (Public Records Act or PRA) and which are marked “trade secret”, “confidential”, or “proprietary”. Parties will not in any way be liable or responsible to the other Party for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9. INDEMNIFICATION

Pursuant to the provisions of sections 895.4 et seq. of the California Government Code, each Party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this MOU. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one Party, each Party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

10. CONFLICT OF INTEREST

Each Party shall comply with all federal, State, and local conflict of interest laws and policies applicable to the particular Party now in effect or hereafter to be enacted during the term of this MOU. Each Party warrants that it is not now aware of any facts that create a conflict of interest. If the Party hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the other Parties. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this MOU.

11. COMPLIANCE WITH APPLICABLE LAW

In the performance of this MOU, Parties must comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

12. NON-EXCLUSIVITY
Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict the Parties from entering into similar or equal MOUs with other entities or agencies.

13. GOVERNING LAW, JURISDICTION AND VENUE
This MOU will be governed by, and construed in accordance with, the laws of the State of California. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

14. ENTIRE AGREEMENT
This MOU constitutes the entire understanding and agreement of the Parties. Neither verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this MOU.

15. NOTICES
All notices and approvals must be in writing and directed to the following representative of the Parties:

City of Maywood:

Attn: Jennifer E. Vasquez, City Manager
4319 E. Slauson Avenue
Maywood, CA 90270
Email: jennifer.vasquez@cityofmaywood.org

County:

County of Los Angeles, Internal Services Department (ISD)
Attn: Selwyn Hollins
1100 N. Eastern Ave.
Los Angeles, CA 90063
Email: shollins@isd.lacounty.gov

16. COUNTERPART AND ELECTRONIC SIGNATURE

The MOU may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU. Parties agree to consider facsimile and electronic/digital versions of the original signature of authorized personnel of each party to have the same force and effect as original signatures, email or electronic signature of the Parties shall be deemed to constitute original legally binding signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed by the Parties hereto, by their duly authorized respective officers as follows:

COUNTY OF LOS ANGELES

By: ______________________________
NAME
Title
Date: _____________________________

APPROVED AS TO FORM:
DAWYN R. HARRISON
ACTING COUNTY COUNSEL

By: _______________________________
NAME
Title
Date: _____________________________

City of Maywood

By: _______________________________
NAME
Title
Date: _____________________________

APPROVED AS TO FORM:
City of Maywood

By: _______________________________
NAME
Title
Date: _____________________________

AGENDA REPORT
CITY OF MAYWOOD

AGENDA ITEM NO. 8.

DATE: November 9, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: CLAUDIA ZAVALA, COMMUNITY SERVICES LIAISON

SUBJECT: CONSIDERATION TO APPROVE THE COMMUNITY SERVICES MANAGEMENT SOFTWARE PROGRAM “CIVICREC” TO HELP MANAGE FIELD RENTALS, PROGRAMMING, AND VOLUNTEER OPPORTUNITIES.

RECOMMENDATION:
Staff recommends that the City Council: (i) appropriate $7,888.00 from the Local Fiscal Recovery Fund for CivicRec annual fee and implementation to help manage field rentals, programming, and volunteer management; and (ii) authorize the City Manager to sign the procurement documents in the form finalized by the City Manager and City Attorney.

BACKGROUND:
On August 12, 2020, City Council awarded a contract to Civicplus for website re-design, maintenance of the City’s website, and associated software (CivicEngage, CivicSend and CivicClerk) to better serve the growing needs of the residents and businesses in Maywood.

CivicRec, a CivicPlus company, has over 10 years of experience designing software specifically to meet the needs of municipal parks and recreation departments.

Currently, the City has no online program that allows residents or staff to efficiently engage digitally.

DISCUSSION:
As part of CivicPlus, the CivicRec cloud-based recreation software program will allow staff to create, schedule, organize programs, collect registrations, and communicate with patrons. Residents will have greater visibility into offered city events, programs, and volunteer opportunities, and the ability to search for and reserve the Dodger Dreamfield and, in the future, rent fields and Gazeboes in Riverfront Park. This program will allow more convenient online registration and payment or deposits for these services. The following are just some of the benefits that this program will bring for our residents.

Activities
This feature will help staff set up any activities, programs, volunteer sign-up, and events the city provides. This would keep track of any programs that the City partners in, such as Free Summer Swim, Summer Day Camp, and registration for our Mayor's Play Ball event. It will also help keep track of volunteer sign-ups for our various events.

Facility Management
This feature allows easy use of facility rentals online. It will help staff keep track of all field rentals and prevent double-booking and allow residents to view field availability, reserve and pay online.

Reporting
Staff will have access, control, and be able to customize reports on any programs we offer as well as keep track of volunteers, allowing us to recognize them at the end of the year. These reports can be emailed, exported to excel or PDF file, or displayed as a graph.

Calendars
This feature gives staff access to filter all reservations, activities, and programs happening in the City on a monthly basis.

Citizen Dashboard
Citizens can conveniently view notifications, inbox messages, and calendars upon logging in, then easily browse and register for programs and rent facilities. They also have the ability to print receipts, view account statements, pay balances, and update contact preferences.

Mobile Experience
CivicRec offers clients and citizens the same great experience on a mobile phone or tablet as experienced on desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons as the desktop version.

Surveys
Participants can automatically receive post-program surveys requesting feedback on programs, the organization, instructors, and processes. This information is captured and presented back to staff to assist in determining how well programming is being received. Surveys also exist to gather feedback on facility/ park rentals.

Text and Email Alerts
There are several links within CivicRec that allow for mail blasts. Many reports and roster views allow for mass mailings with just the click of a button. The People Finder report is a particularly handy report that allows for mailings based on several different filters. SMS messaging facilitates particularly time-sensitive notifications like cancellations. This allows staff to keep those who register informed about upcoming events and programs being offered.

Funding for this software program can be allocated from the City's Local Fiscal Recovery Fund. On April 27th the City Council authorized the acceptance of the City's allocation of $6,452,514 from the American Rescue Fund Act (ARPA); a one-time funding standard allowance for a public sector lost revenue. The final rule from the US Treasury Department offers a standard allowance for revenue loss of up to $10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation. Furthermore, the final rule allows for the funds to be used on general government services or effective service delivery categories. As discussed above, the proposed software program will allow for staff to quickly process and respond to the community and provide an efficient path for the community to make reservation requests, explore event dates, and times and expand volunteering opportunities and management. Ultimately, this software will assist the newly formed community services department by allowing it to operate more efficiently.

LEGAL REVIEW:
The City Attorney has reviewed this report.

FISCAL IMPACT:
A budget adjustment is needed in the local fiscal recovery fund in the amount of $7,888. The annual recurring services for year 2 will be $6,300. Year 2 can also be budgeted through the local fiscal recovery fund. These funds must be obligated before December 31, 2024, and projects completed, and funds spent by December 31, 2026.

F.Y. 22-23 Impact: $7,888	**Current F.Y. Budget: NA**
Fund Impacted: 273 - Local Fiscal Recovery Fund	**Budget adjustment requested: NA**
Source of funds: 273 - Local Fiscal Recovery Fund - 1st year	**Updated Account Budget: NA**
Account Number: 6501 - Applications / Software	**For fiscal year: NA**

ATTACHMENT(S)

1. Maywood CA - CivicRec Quote Agreement (003)

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-29886-1
Date: 9/29/2022 10:38 AM
Expires On: 12/28/2022

Client:
MAYWOOD, CALIFORNIA

Bill To:
MAYWOOD, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Scott	x	bscott@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Forte	CivicRec Pay - Forte	
1.00	CivicRec Pay Annual Fee - Forte	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Pay Implementation - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time

~~List Price - Year 1 Total~~	~~USD 13,088.00~~
Total Investment - Year 1	USD 7,888.00
Annual Recurring Services - Year 2	USD 6,300.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby

attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced upon signing.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within Net 30 days of the date of such invoice.

5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 20,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.

6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: ______________________________

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax