

Marquette Hawkins
MAYOR

Michael Kulikoff
MAYOR PRO TEM

Jesse Hightower
Michael Hurles
Ronald Smith
COUNCIL MEMBERS

Christopher Lopez
CITY MANAGER



AGENDA

*CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING TUESDAY MARCH 11, 2025 @ 5:00 PM
COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505*

If you need special assistance to participate in this meeting, contact the City Clerk at (760) 373-7140 or via email at cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the City to make reasonable arrangements to ensure accessibility. (28 CFR 35.102-35.104 American Disabilities Act Title II)

Zoom instructions and notes:

Web Link: <https://us06web.zoom.us/j/87081614171>

Meeting ID: 870 8161 4171

1. Public can dial into the Zoom line:
 - a. One tap mobile: +16694449171,87254527178# US
 - b. Dial the following number: +1 564 217 2000 US
2. Comments
 - a. Public must join Zoom meeting to comment
 - b. Keep your mic on **Mute** until you are requested to speak
 - c. Use the "Raise your Hand" button to request to speak or,
 - d. Send a chat request to City Clerk for request to speak
 - e. When requested to speak state your name for the record
 - f. Re-mute when your time to speak has ended

*Public is urged to listen to the meeting in a quiet place, to avoid background noise. We also request public to **MUTE** your audio device when not commenting to avoid disruption during meeting.*

***Please take this time to turn off your cell phones ***

REGULAR MEETING 5:00PM

CALL TO ORDER

PLEDGE OF ALLIGENCE / INNVOCATION

ROLL CALL

Councilmembers: Hightower, Hurles, Smith, Mayor Pro Tem Kulikoff, Mayor Hawkins

ADOPT THE AGENDA

DEPARTMENT REPORTS

PARKS
OHV
HOUSING

CITY CLERK REPORTS/RECEIVED COMMUNICATIONS

Correspondence received from JM POWERS dated: MARCH 1, 2025; MARCH 2, 2025; MARCH 3, 2025

CIVIC/COMMUNITY/ORGANIZATION ANNOUNCEMENTS

PRESENTATIONS

PUBLIC HEARING

PH 1. TDA Unmet Transit Needs Public Hearing

1. Open Public Hearing
2. Staff Report: Christopher Lopez, City Manager Joe Barragan, Public Works Director
3. Public Comment
4. Close Public Hearing
5. Discussion

Recommended Action: Conduct the Unmet Transit Needs Public Hearing. The City Council adopts "RESOLUTION NO 25-3113. DETERMINING THAT CALIFORNIA CITY HAS NO UNMET TRANSIT NEEDS THAT CAN NOT REASONABLY BE MET BY THE EXISTING SYSTEM"

PH 2. TO START AT A TIME CERTAIN OF 6:00 P.M. - SECOND PUBLIC HEARING TO RECEIVE INPUT ON TRANSITION TO DISTRICTS, INCLUDING COMPOSITION OF DISTRICTS, FOR DISTRICT BASED COUNCIL ELECTIONS

1. Open Public Hearing
2. Staff Report: Christopher Lopez, City Manager
3. Public Comment
4. Close Public Hearing
5. Discussion

PUBLIC COMMENT

This portion of the meeting is reserved for the public to address the City Council on any matter **NOT on this agenda** and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to (3) three minutes. The City Council will receive the comments but cannot engage in back-and-forth discussion with the public or make any decision. The City Council can direct staff to bring the item back to a future agenda for discussion.

CONSENT CALENDAR

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Consideration to waive full-text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion. All items on the consent calendar are considered routine, and non-controversial and will be approved by (1) one motion if no member of the council, staff, or public wishes to comment or ask questions. Public comments are to be limited to (3) three minutes. Roll call vote required.

CC 1. Approve City Check Register dated 02/21/2025-03/06/2025

CC 2. Adopt Resolution No. 25-3114, A Resolution of the City Council of the City of California City approving the applicant to apply for and receive grant funds for the California State Parks Grants Cooperative Agreement Program, Off-Highway Motor Vehicle Recreation grant funds

CITY MANAGER REPORT

NEW BUSINESS

NB 1. Staff Report- Christopher Lopez

Subject- Discussion and Direction Regarding IT Services

Recommendation- Staff recommends the City Council discuss provide formal direction on this item

NB 2. Staff Report- Christopher Lopez

Subject- Discussion and Direction Regarding Establishing Priorities for the City of California City

Recommendation- Staff recommends the City Council discuss and provide direction on whether it would like to begin strategic planning discussions to be used for planning of the FY 25/26 Budget

COUNCILMEMBER COMMENTS, AGENDA REQUESTS, AND AB1234 REPORTS

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff, or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Leandrea Weible, Acting City Clerk for the City of California City, California, DO HEREBY CERTIFY that the foregoing notice was posted on all official City bulletin boards and the City's website at least 72 hours prior to the meeting in compliance with the provisions of the Brown Act.

MARCH 11, 2025



DR-Parks

COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Leandrea Weible, Recreation Coordinator

SUBJECT: Departmental Report: Recreation

OPERATIONS:

The Parks and Recreation Department is continuing to operate with very limited staff and as such have needed to reduce the gyms hours of operation. As of now, the Strata Center Hours vary, however, have been more consistent with being open **TUESDAY 2-5PM**, **WEDNESDAY 12-5PM** and **SATURDAY 11AM-5PM** (Staff will always do their best to make sure the hours are posted to keep the public updated)

CURRENTLY:

EVERY SUNDAY Holy Scriptures Church Service is held in the Arts and Community Building.

Applications are currently being accepted to fill 2 vacancies on the Parks and Recreation Commission. Anyone interested is encouraged to pick-up an appointment application at City Hall anytime between 9AM-5PM

PROJECT and EVENT UPDATES

1. The Event that was held on February 22, 2025, The Black History Month Parade and Extravaganza in the Park had a great turnout! There were approximately 200-250 people that showed up throughout the day from the beginning of the opening Ceremony to the clean up at the end of the event.
2. The Skate Park and Splash Pad are moving along as scheduled. As of now, there have been no changes for the date of completion.
3. The Tortoise Days 2025 Event hosted by the Chamber of Commerce will be held at the park

*****REMINDER*****

The Parks and Recreation Department is always looking for volunteers! Anyone interested can pick up a Volunteer application at City Hall

If you have a talent or know someone who does and want to teach it to others, please contact the Park Coordinator to arrange a meeting. (760) 373-3530.

MARCH 11, 2025



DR-OHV

COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Inge Elmes, OHV Manager

SUBJECT: OHV MONTHLY DEPARTMENT REPORT

Events

President's Day Holiday weekend brought out approximately 180 visible RV groups. The next major holiday staff will be preparing for is Easter Holiday weekend.

Operations

Staff continues to maintain roads and trails, park amenities, and assist OHV visitors at the Borax Bill Park Visitor Center. Borax Bill Park buildings received fresh coat of paint through grant funding. Additional cameras were installed, and grant equipment purchased and delivered in January.

Manager Updates

The G25 grant application process has begun. Preliminary applications were submitted, and public review period is between March 4, 2025 – May 5, 2025, with final applications due on June 2, 2025 by 5pm. The public is allowed to comment by emailing the OHMVR Division directly at ohvinfo@parks.ca.gov or to the OHV Manager at ielmes@californiacity-ca.gov.

Finance Report

For the month of February, OHV sales totaled \$9,612.00 . These numbers are actuals and reflect only amounts received within each month. Please refer to Monthly Permit Sales report for FY totals.

*Not all proceeds are deposited in the same month.

**OHV sales are deposited to specific OHV Permit Program GL revenue codes #29-3992 through #29-3998. Please refer to the financial statement for details.

***Some merchandise was purchased by staff at a discounted rate. All sales for merchandise are allocated to GL revenue code 29-3691.

Feb		MONTHLY OHV PROGRAM SALES					FY 24/25	
SALES	2025 Totals	QTY	CASH	CHECK	CREDIT CARD	PAYPAL	TOTALS	YTD TOTALS
Single Permits (Prorated)	\$10	0	\$0	\$0	\$0		\$0	
Single Permits	\$15	255	\$1,365	\$885	\$1,500	\$90	\$3,840	28,440.00
Small Family (Prorated)	\$40	0	\$0	\$0	\$0		\$0	
Small Family	\$60	29	\$240	\$480	\$960	\$60	\$1,740	32,860.00
Large Family (Prorated)	\$80	0	\$0	\$0	\$0		\$0	
Large Family	\$100	2	\$100	\$0	\$100		\$200	8,600.00
OHV 4 Pack (Prorated)	\$35	0	\$0	\$0	\$0		\$0	
OHV 4 Pack	\$50	26	\$350	\$300	\$650		\$1,300	14,900
RV Pass (Prorated)	\$15	0	\$0	\$0	\$0		\$0	
RV Pass	\$30	15	\$120	\$60	\$270		\$450	6,900.00
Single Dump Pass	\$5	37	\$135	\$0	\$50		\$185	1235
Single Water Pass	\$5	34	\$110	\$10	\$50		\$170	890
Additional Permits (Prorated)	\$5	0	\$0	\$0	\$0		\$0	
Additional Permits	\$10	3	\$0	\$0	\$30		\$30	1,370.00
Free	Free	14	\$0	\$0	\$0		\$0	
Residents Permits	Free	6	\$0	\$0	\$0		\$0	
Paypal Fees - \$4	\$4	6	\$0	\$0	\$0	\$24	\$24	\$412
Holiday Week Day - Power	\$25	0	\$0	\$0	\$0		\$0	150
Holiday Week Day - Water	\$15	0	\$0	\$0	\$0		\$0	45
Non-Holiday Weekday-Power	\$15	19	\$225	\$30	\$30		\$285	1,275.00
Non-Holiday Weekday-Water	\$10	6	\$60	\$0	\$0		\$60	270.00
Holiday Weekend - Power	\$40	0	\$0	\$0	\$0		\$0	80
Holiday Weekend - Water	\$20	0	\$0	\$0	\$0		\$0	40
Non-Holiday Weekend-Power	\$25	8	\$175	\$25	\$0		\$200	1,400.00
Non-Holiday Weekend-Water	\$15	2	\$30	\$0	\$0		\$30	330
Shower Tokens	\$0.50	406	\$173	\$0	\$30		\$203	2,127.00
Transient Lodging	\$150	0	\$0	\$0	\$0		\$0	
Vendor Fees	\$1	1	\$0	\$200	\$0		\$200	1,660.00
Special Event Fees	\$5	0	\$0	\$0	\$0		\$0	
Map Sales	\$3	4	\$9	\$0	\$0		\$9	144
Donations	\$1	2	\$15	\$0	\$0		\$15	690
Hoodies	\$40	7	\$110	\$0	\$140		\$250	5,155.00
Short Sleeve Shirts	\$20	7	\$20	\$0	\$55		\$75	1,019.00
Long Sleeve Shirts	\$30	0	\$0	\$0	\$0		\$0	435.00
Caps	\$20	8	\$80	\$0	\$80		\$160	1,140.00
Bucket Hats	\$20	0	\$0	\$0	\$0		\$0	70.00
Visors	\$15	0	\$0	\$0	\$0		\$0	30.00
Beanies	\$15	5	\$15	\$0	\$60		\$75	740.00
Tumblers	\$25	0	\$0	\$0	\$0		\$0	185.00
Magnets	\$5	5	\$25	\$0	\$0		\$25	100.00
Ornaments	\$10	0	\$0	\$0	\$0		\$0	45.00
Stickers	\$3	7	\$18	\$0	\$3		\$21	119.00
Coffee Mugs	\$15	1	\$0	\$0	\$15		\$15	205.00
Shot Glasses	\$10	5	\$30	\$0	\$20		\$50	230.00
Wine Glasses	\$15	0	\$0	\$0	\$0		\$0	105.00
Pint Glasses	\$20	0	\$0	\$0	\$0		\$0	90.00
Coasters Cork	\$5	0	\$0	\$0	\$0		\$0	50.00
Coasters Slate	\$10	0	\$0	\$0	\$0		\$0	20.00
Keychain	\$10	0	\$0	\$0	\$0		\$0	45.00
Postcards	\$1	0	\$0	\$0	\$0		\$0	19.00
MONTHLY TOTALS			\$3,405	\$1,990	\$4,043	\$174	\$9,612	\$113,620.00

MARCH 11, 2025



DR- Housing

COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Nicole Jarmon-Simmons/ Housing Manager

SUBJECT: Desert Jade & Legends Housing

BACKGROUND/ DISCUSSION:

Desert Jade

Currently 96 apartments are being filled.

Desert Jade will have an upcoming vacant unit on March 15th that will undergo repairs.

The waitlist currently has 66 applicants.

Inspections have been scheduled to start March 24, 2025

Legends

Currently has 6 apartments and 6 houses filled.

Waitlist is combined with Desert Jade.

Deputy City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

March 1, 2025

Deputy City Clerk Weible,

Re: Reemergence of an Old Idea by City Staff – Another City Parcel Tax

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

The Feb 25, 2025 Council Meeting, NB-1, revealed a city staff suggestion for a new, large parcel tax. The City has collected over \$120M in parcel tax revenue in 23 years and yet has accumulated (\$17M) in debt. Cal City's previous two parcel taxes Measures A & C were among the largest in revenue collection compared to all other parcel taxes in State.

At the Feb 25, 2025 Council Meeting, New Business 1 (NB-1) reemerged the old idea from certain city staff to pursue another city parcel tax. Public comment was clearly adverse to the approach for good reasons based on the broken promises from Measure C (2018-2024).

The City's parcel tax experience began in 2001. Over the next 23 years, the city received voter approval for five sequential different "special" parcel taxes of increasing charges. These were **Measures**: 1) **C (old)** for 3 years, 2) **L** for 3 years, 3) **A (old)** for 5 years, 4) **A** for 6 years, and 5) **C** for 6 years. Measures **C (old)** and **L** both contained eight city department revenue recipients, some into the General Fund; subsequently Measure **A (old)** had four city department revenue recipients. Finally, Measure **A** and **C** had only two recipients. In each of the five parcel taxes, Police and Fire departments received large portions of the collected revenue. Notable, Streets also was a dominate revenue recipient (the largest) in the first three parcel taxes.

All of the city's parcel taxes were considered a "special tax" because they specified the proportional distribution of collected revenue rather than pouring all the revenue directly into General Fund 10, which is considered unrestricted funds. All of the city's parcel taxes were charged by-the-parcel; whereas, other types of parcel taxes charge by linear frontage distance, by acreage, or by some other metric.

Cal City's Measures **A** (2012-2018) and **C** (2018-2024) were peculiarly large compared to size of other parcel taxes in the State. Among 459 incorporated cities, 945 school districts, and 1,286 water districts in CA eligible to seek parcel tax revenue, Cal City's Measure **A** ranked in the top 6%-ile and Measure **C** ranked in the top 5%-ile largest in revenue collection -- despite Cal City's population ranking 419th among cities in California. A \$200+ per parcel amount floated at the Feb 25, 2025 meeting could place Cal City in the top 2%-ile largest parcel tax.

Despite Cal City collecting well over **\$120M** in parcel taxes plus residual revenue from expired parcel taxes, the city has still racked up more than **(\$17M)** in debt; an indebted amount larger than the city's total revenue collected from the first two parcel taxes combined.

Refer to letter on record dated Jan 16, 2021 *Executive Summary of California City 20-year Parcel Tax Saga* and companion letters dated March 2 & 3, 2025.

J. M. Powers

Cc: Each Council Member, City Manager Lopez, MDN, All Stakeholders

MARCH 11, 2025

Deputy City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

March 2, 2025

Deputy City Clerk Weible,

Re: Reasons the City's Financial Predicament Continues Unresolved and Worsens

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

There has been a long-term public appeal for a citywide forensic audit. Former councils and city managers have failed to define essential services and levels of service for funding prioritization. Recommended quarterly Town Hall meetings have not occurred. Spending controls & discipline appears weak to non-existent. A full accounting of ARPA & AES Solar expenditures to-date has not yet been directed by Council, financial reporting is conflicted.

Certain city staff apparently urged new City Manager Lopez to float an idea of another parcel tax. The different options presented to Council by Mr. Lopez had a reasonable span but were incomplete, most likely due to newness into the city manager position. There have been long-term appeals by the public to the Council for a forensic audit of the city. Further, there has not been a clear definition of essential services by city staff or council. CA State-Audited local high-risk cities were advised to establish level of service options that correlate to available revenue. This approach should be incorporated in a "live within means" annual city budget.

A first leap by city staff to favor renewal of a parcel tax in lieu cutting non-essential services and/or pursuing frequently recommended fiscal solutions is a concern. Existing city staff, particularly department heads, are choosing to ignore public sentiment and even disregarding city council funding priorities and policies. The 2022 Kern County Grand Jury report findings & recommendations, especially F2 & R2, identified a communication divide that needed to be addressed. For the goal of improved communications, the City Manager & Council should schedule quarterly open town hall meetings. Almost three years later, this recommended communication forum between the city and public have NOT been implemented.

With budget and funding as central concerns of the public and council, the lack of an approved budget has allowed staff to spend without citywide prioritization or constraints. The Fire Dept (Fund 19) has spent **\$5.4M** as of end of Jan 2025, **\$1.2M** more than earned revenue for the same period. The Nov 2024 proposed budget had capped annual Fire Dept spending at **\$3.5M**. The Fire Dept was first in line to use **\$2.7M** in AES Solar concession funds, which ballooned Fire revenue and spending. The General Fund (10) actual expenditures at the end of Jan 2025 stood at **\$5.86M**, but the Nov 2024 proposed budget had capped annual General Fund spending at **\$4.85M**. Despite staff reductions, General Fund spending by end of Jan 2025 has blown through annual budget caps in spite of Council-directed citywide monthly spending restrictions.

The demonstrated lack of spending discipline and prioritization by department heads cannot be ameliorated by squeezing the public for more revenue. During the "fully funded" era of Measure C (2018-2024), the city also accumulated **(\$16M)** in indebtedness, which has since risen to **(\$17.2M)** and will grow further as the fiscal year progresses. **The City Council has not yet asked for a full accounting of ARPA expenditures to-date and AES Solar expenditures to-date.**

J. M. Powers

Cc: Each Council Member, City Manager Lopez, MDN, All Stakeholders

MARCH 11, 2025

Deputy City Clerk Weible
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

March 3, 2025

Deputy City Clerk Weible,

Re: Navigating the Maze: Safety vs. Services; and General vs. Special vs. Parcel Taxes

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

As the city's budget situation grows more acute, proposals may circulate that contradict CA Constitution, statues, and codes. The content below provides a very concise explanation of the types of taxes (General, Special, & Parcel) with their associated purposes & limitations.

A dominant and recurring council discussion has been the pros & cons of Public **Services** vs. Public **Safety** parcel taxes. Referencing from letter dated March 1, 2025, among the city's five sequential parcel taxes, the first two, Measures **C (old)** and **L**, were for public **services** because the parcel tax revenue purpose supplied **8 different city funds**. The last two parcel taxes, Measures **A & C**, were for public **safety**. Thus, the city has used public **services** parcel taxes in the past.

The next distinction is a **General** tax vs. **Special** tax; which are categorized based on their intended use. **Simply--General** taxes are for unrestricted use and **Special** taxes are for specific purposes. Complications arise in applying how these taxes go from origin to voter approval to revenue collection. The basis of a **Parcel** tax is sourced from the **property tax roll** and tax rate is determined from a variety of options such as per-parcel, parcel frontage distance, acreage, etc.

Propositions **13 & 218** codified in the CA Constitution Article 13 and Neilson v. City of California City (2006) 133 Cal. App 4th, 1296 applies. Under Article 13A, **"a parcel tax can be imposed only as a special tax"** (*Prop 26 & 218 Implementation Guide*, page 12). Furthermore, under Article 13C Section 2(d) **"Special** taxes.... include those imposed for specific purposes and placed into a general fund." (*Ibid*, page 16).

Except for subsequent CA judicial decisions that may redefine the above excerpts of Article 13, the city is legally bound to limit pursuit of any future tax revenue sourced from the property tax roll under **Special** tax rules with the purpose of revenue collected clearly defined; a **Parcel** tax. **Special** taxes (e.g. a **parcel** tax) require a supermajority for voter approval. **Special** taxes can be placed on a ballot for both general elections and special elections. A majority of Cal City's parcel taxes were passed as a Special tax under a special election after prior failures to pass.

Attempting to achieve additional city revenue via a **General** tax from the property tax roll appears to be a non-starter. While **General** taxes only require a simple majority for voter approval, hence a lower voter approval threshold than for a Special tax, there are additional hurdles. **General** taxes are **only eligible for a ballot during the same election as a member of City Council**; that will not occur until Nov 2026. An exception occurs if the City Council unanimously declares a city **"Emergency."** Under that condition, the Council may legitimately hold a special election for voter approval of a **General** tax, but not as a **Parcel** tax.

CA statutes and codes on taxes, assessments, and fees are complex and nuance exceptions exist. Recommend reading is *Proposition 26 & 218 Implementation Guide (2019)*.

J.M. Powers

Cc: Each Council Member, City Manager Lopez, MDN, All Stakeholders



COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Joe Barragan, Public Works Director

SUBJECT: TDA Unmet Transit Needs Public Hearing

BACKGROUND/ DISCUSSION:

The Transportation Development Act (TDA) of 1971 provides two funding sources:

1. Local Transportation Fund (LTF) which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.

The TDA funds a wide variety of transportation programs, including planning and program activities, pedestrian and bicycle facilities, community transit services, public transportation, and bus and rail projects.

Public participation is a key component of TDA. Public meetings are held in eligible counties to discuss transportation needs and hear concerns.

In order to qualify for funding under TDA, a transit claimant must maintain a ratio of fare revenues to operating cost at least equal to the ratio it had during 1978/79, or 10 percent, if the claimant is in a non-urbanized area, whichever is greater.

A governing body's resolution which makes the following finding:

“There are no unmet transit needs that are reasonable to meet.”

FISCAL IMPACT:

The current TDA/LTF fund balance for California City is being verified and will be provided as soon as it is available.

RECOMMENDATION: Conduct the Unmet Transit Needs Public Hearing. That the City Council adopts **“RESOLUTION NO 25-3113. DETERMINING THAT CALIFORNIA CITY HAS NO UNMET TRANSIT NEEDS THAT CAN NOT REASONABLY BE MET BY THE EXISTING SYSTEM”**

Environmental Action: None

RESOLUTION NO. 25-3113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY DETERMINING THAT CALIFORNIA CITY HAS NO UNMET TRANSIT NEEDS THAT CAN NOT REASONABLY BE MET BY THE EXISTING SYSTEM

WHEREAS, Title 21 of the California Administrative Code Section 6658 implementing the Transportation Development Act requires the Kern Council of Governments (KCOG) to find the City has no unmet transit needs that cannot reasonably be met prior to approving the City's use of Transportation Development Act monies for street and road projects; and

WHEREAS, in addition to annually holding its own public hearing (as required by Transportation Development Act regulations), Kern COG requires all agencies intending to file claims to use Transportation Development Act funds for street and road projects to hold a public hearing to identify transit needs within their respective jurisdictions; and

WHEREAS, on March 11, 2025, the City Council held a duly noticed public hearing at which all persons desiring to comment on transit needs were given the opportunity to address, and were heard by the Council; and

WHEREAS, the Council has responded to comments, received at the public hearing, and concluded there are no unmet transit needs that cannot reasonably be met within the City of California City; and

NOW, THEREFORE, the City of California City resolves the following:

1. The facts recited herein above are true and this Council has jurisdiction to consider and make determinations in the matters herein mentioned.
2. Based on comments received from the public, this Council hereby determines there are no unmet transit needs that cannot reasonably be met within the City.
3. . The City Clerk shall forward a copy of the Resolution to the Kern Council of Governments.



PH 2.

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager

SUBJECT: TO START AT A TIME CERTAIN OF 6:00 P.M. - SECOND PUBLIC HEARING TO RECEIVE INPUT ON TRANSITION TO DISTRICTS, INCLUDING COMPOSITION OF DISTRICTS, FOR DISTRICT BASED COUNCIL ELECTIONS

BACKGROUND

The City received a letter from a potential plaintiffs' (Southwest Voter Registration Education Project) attorney, Shenkman & Hughes PC ("Shenkman"), alleging a violation of the California Voting Rights Act (the "CVRA") and threatening litigation if the City declines to voluntarily change to a district-based election system for electing Councilmembers. The Council considered this threat of litigation at its January 28, 2025 closed session meeting and Council gave direction to staff to proceed with agendizing the resolution of intent in order to have the option of taking advantage of the safe harbor provisions of Elections Code Section 10010, cap the City's potential attorneys' fees to Shenkman, and avoid costly litigation.

At the February 11, 2025, Council meeting, Council adopted a Resolution of Intent to transition to district-based elections to allow the City to take advantage of the safe harbor provisions of Elections Code Section 10010.

On February 25, 2025 the Mayor and City Council held its first public hearing related to this item.

DISCUSSION

I. California Voting Rights Act and Racially Polarized Voting

The City of California City currently elects four Councilmembers at-large, which means that each councilmember is elected by the registered voters of the entire City. The Mayor is directly elected, which means that the Mayor is directly elected at-large to the office of the Mayor.

The CVRA was enacted in 2001, in part, to provide minority groups in California with tools to prevent dilution of votes in "at-large" election systems and is more expansive than the federal Voting Rights Act of 1965 ("FVRA"). Under the CVRA, an at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters who are members of a protected class.¹ A violation of the

¹ Cal. Elec. Code §§ 14026 and 14027.

CVRA is established if it is shown that racially polarized voting occurs in elections for members of the governing body or in elections incorporating other electoral choices by the voters of the political subdivision.² Any voter who is a member of a protected class and who resides in a political subdivision where a violation of the CVRA is alleged may file an action in the superior court in which the political subdivision is located.³

The CVRA defines “protected class” as a class of voters who are members of a race, color, or language minority group, as referenced and defined in the FVRA⁴ and “racially polarized voting” as voting in which there is a difference, as defined in case law under the FVRA, in the choice of candidates or other electoral choices preferred by voters in a protected class, as compared to the rest of the electorate (*i.e.*, the protected class members vote as a politically cohesive unit, while the majority votes sufficiently as a bloc usually to defeat the protected class’s preferred candidate).⁵

II. Safe Harbor and Transitioning

California Government Code Section 34886, in certain circumstances, authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an “at-large” system to a “district-based” system in which each councilmember is elected only by the voters in the district in which the candidate resides.

Pursuant to Elections Code Section 10010, a city may rely on the “safe harbor” provisions that allows a city to adopt a resolution outlining its intention to transition from at-large to district-based elections within forty-five (45) days of receiving a demand letter from a potential plaintiffs’ attorney.⁶ These “safe harbor” provisions allow a city to transition in accordance with a statutory timeline and, if followed, insulate a city from litigation arising from alleged CVRA violations and caps attorneys’ fee liability to a maximum of \$30,000.⁷

Under those “safe harbor” provisions, a prospective plaintiff is required to send a written notice to the clerk of a city asserting that the city’s method of conducting elections may violate the CVRA.⁸ A forty-five (45) day pause is then imposed on a prospective plaintiff’s ability to bring an action.⁹ That forty-five (45) day pause allows a city to adopt a resolution outlining its intention to transition from at-large to district-based elections.¹⁰ If a resolution of intention is adopted by a city council to move to district-based elections, a prospective plaintiff may not commence an action within ninety (90) days of the resolution of intention’s passage.¹¹ After the City has completed the transition to district-based elections following these procedures, a prospective plaintiff would be able to submit a letter demanding that the City pay up to \$30,000 in their attorneys’ fees as mentioned above.

III. Transition to District Based Elections

2 Cal. Elec. Code §14028(a); see also § 14027.

3 Cal. Elec. Code §14032.

4 Cal. Elec. Code §14026(d) citing 52 U.S.C. Sec. 10301 *et seq.*

5 Cal. Elec. Code §14026(e) citing 52 U.S.C. Sec. 10301 *et seq.*; *Thornburg v. Gingles* (1986) 478 U.S. 30, 56.

6 Cal. Elec. Code § 10010(e)(2).

7 Cal. Elec. Code § 10010(f)(1)-(3).

8 Cal. Elec. Code § 10010(e)(1).

9 Cal. Elec. Code § 10010(e)(2).

10 Cal. Elec. Code § 10010(e)(1)-(3).

11 Cal. Elec. Code § 10010(e)(1)-(3).

Since the Council adopted the Resolution of Intent to transition to district based elections on February 11, 2025, a prospective plaintiff may not commence an action within ninety (90) days of the resolution of intention's passage. The deadline is **May 12, 2025**, to transition to districts within the timeline of the safe harbor Election Code Section 10010.

As a part of the transition process, the City needs to hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts.¹² No official maps can be drawn before completion of these two public meetings. Once the initial two meetings are complete, the demographer and public can begin to officially draw maps that will be considered in the districting process. The City would then hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.¹³ Once a map is selected, it would need to be published at least seven days before consideration at a hearing for introduction of an ordinance to adopt the district map.¹⁴

The City will also need to comply with the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (Fair Maps) Act in adopting the districts,¹⁵ which provides criteria that the City must utilize when establishing election district boundaries or when undertaking the redistricting process (which must occur every ten years after each population census). The criteria are summarized below.

(a) The election districts must be substantially equal in population based on the most recent census.

(b) The districting body shall adopt election district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.) and consistent with the federal Voting Rights Act, the districting body shall determine whether it is possible to create an election district or districts in which a minority group is sufficiently large and geographically compact to constitute a majority in a single-member district, as set forth in *Thornburg v. Gingles*, 478 U.S. 30 (1986).

(c) The districting body shall adopt election district boundaries using the following criteria as generally set forth in the following order of priority:

(1) To the maximum extent practicable, election districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the maximum extent practicable, the geographic integrity of any local neighborhood or local "community of interest" shall be respected in a manner that minimizes its division (see discussion below on the definition of a "community of interest" under the Fair Maps Act).

(3) To the maximum extent practicable, the geographic integrity of a city or census

12 Cal. Elec. Code § 10010(a)(1).

13 Cal. Elec. Code § 10010(a)(2).

14 *Ibid.*

15 Cal. Elec. Code § 21100 et seq.

designated place shall be respected in a manner that minimizes its division. This paragraph does not apply to a city.

(4) To the maximum extent practicable, election districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the local jurisdiction. Election district boundaries should be easily identifiable and understandable by residents.

(5) To the maximum extent practicable, election districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

(d) The districting body shall not adopt election district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.¹⁶

Within 21 days of adopting final election district boundaries, the City Council will be required to issue a report that explains the basis on which it made its decisions in achieving compliance with the requirements and criteria of the Fair Maps Act, including, as to each neighborhood, community of interest, city, or census designated place that was split into two or more districts, the reason for that split.¹⁷

Staff has prepared an updated tentative timeline, which identifies the preliminary schedule for the required public hearings and public outreach, which complies with Elections Code 10010, with a final deadline date of May 12, 2025, to complete the transition to districts. (See Attachment 1). This timeline may change depending on the level of community involvement and the complexity of the map drawing process. If the timeline needs to adjust beyond the 90 days, then the City may enter into a written agreement with potential plaintiff Shenkman to extend the 90-day period up to an additional 90 days in order to provide additional time to conduct public outreach, encourage public participation, and receive public input, provided that the potential plaintiffs that submitted the initial letter agree.¹⁸

IV Analysis

At the first public hearing on February 25, 2025, the community was encouraged to participate during the public hearing by providing input on the composition of the districts by sharing specific thoughts on communities of interest and any other factors under the Fair Maps Act that the public identifies with in California City.

The Fair Maps Act defines a “**community of interest**” as a population that shares common social or economic interests that should be included within a single election district for purposes of its effective and fair representation. Characteristics of communities of interest may include, but are not limited to, shared public policy concerns such as education, public safety, public health, environment, housing, transportation, and access to social services. Characteristics of communities of interest may also include, but are not limited to, cultural districts, shared socioeconomic characteristics, similar voter registration rates and participation rates, and shared histories. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

16 Cal. Elec. Code § 21130 (a)-(d).

17 Cal. Elec. Code § 21130(f).

18 Cal. Elec. Code § 10010(e)(3)(C)(i).

Some examples of communities of interest in California City may include the existing neighborhoods identified by the City, school districts, parks, etc.

Members of the public can return the testimonials to the City Clerk or if desired, provide testimony during the public hearing.

V. Outreach Efforts

City staff has taken initial steps to begin outreach to advise its residents of this meeting including placing this information on the City website.

To grant ample opportunities for residents and community members to have their voice heard, City staff and consultants will be hosting a variety of outreach events over the coming weeks and months. The City launched a website dedicated to this district transition process and it went live within a couple days of the first public hearing.

Information on the site provides the public with background information about the districting process, upcoming hearing dates, and supporting documents. This webpage will be continuously updated with dates and locations where community members can share their feedback on this issue.

VI. Demographer

Based upon Council direction on February 11, 2025, the City Manager retained the services of Redistricting Partners, which will assist in this process and provide Council with analysis and recommendations of the maps that will be prepared during the transition process.

RECOMMENDATION

It is recommended that the City Council consider:

- 1) Conduct the second public hearing to receive community input and provide input to staff regarding the transition to districts, including the composition of voting districts.
- 2) Alternatively, discuss and take other action related to this item.

TYPE OF ACTION (LEGISLATIVE; QUASI-JUDICIAL; OR ADVISORY)

Legislative Action: The recommended action is to take community input and provide input to staff regarding the transition to districts, including the composition of voting districts. The City Council therefore acts in its discretionary legislative capacity.

CEQA STATUS

This item does not constitute a project as defined by the California Environmental Quality Act (Public Resources Code § 21000, et seq.) (CEQA) as the adoption of the resolution does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (14 Cal. Code Regs. § 15378.).

FISCAL IMPACT

There is no direct fiscal impact associated with this action. By transitioning to district based elections by May 12, 2025, the costs that potential plaintiff's attorney will receive is capped at \$30,000. The City will pay demographer services in an amount up to \$80,000, as Council

authorized at the February 11, 2025, meeting. The City would also incur its own costs as well, including staff time and attorneys' fees and costs.

ATTACHMENTS

1. Updated Tentative Timeline



CC 1

COUNCIL AGENDA ITEM

March 11, 2025

TO: Mayor and City Council

**FROM: Christopher Lopez, City Manager
Kenny Cooper, Finance Manager**

SUBJECT: Approve City Check Register dated 02/21/2025—03/06/2025

BACKGROUND/ DISCUSSION:

The following checks have been prepared by the Finance Department. The items are provided to the Mayor and City Council for review and approval.

RECOMMENDATION:

Staff recommends the City Council discuss approve the attached check register.

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
02/28/2025	114885	Frontier	02/19-03/18/25	02/19/2025	081503-5 0219	3,603.18	3,603.18	535310284	Telephone - Land
Total 114885:							3,603.18		
02/28/2025	114886	Quadient Finance USA, I	02/01-02/28/25	02/21/2025	7900 0440 8134	848.00	848.00	104155242	Office Equip Lease E
Total 114886:							848.00		
02/28/2025	114887	SoCalGas	01/13-02/11/25	02/18/2025	173 738 1691 1	4,185.51	4,185.51	535310282	Gas
Total 114887:							4,185.51		
03/06/2025	114889	AESI Arrow Engineering	Tentative & Final Parcel Map Revie	01/31/2021	19680502 0131	555.00	555.00	515115630	Contracts
Total 114889:							555.00		
03/06/2025	114890	Agile Occupational Medi	02/18/25- Physical	02/27/2025	EM039743	195.00	195.00	194222130	Recruiting
Total 114890:							195.00		
03/06/2025	114891	Amber Chemical, Inc.	Hypochlorite Solution	02/20/2025	0384181-IN	1,011.90	1,011.90	515115480	Chemicals/EMS Med
Total 114891:							1,011.90		
03/06/2025	114892	American Ramp Compan	Job#23412- Skate Park	01/31/2025	8944	80,000.00	80,000.00	104561750	ARPA Project
Total 114892:							80,000.00		
03/06/2025	114893	BHT Engineering, Inc	Job #19410- Redwood Blvd- Hacie	01/31/2025	CC25-003	1,875.00	1,875.00	947000757	#19410 CMAQ Redw
03/06/2025	114893	BHT Engineering, Inc	Job #21420- HSIP10 CCB-Yerba to	01/31/2025	CC25-004	990.00	990.00	947000753	#21420 HSIP CCB - Y
03/06/2025	114893	BHT Engineering, Inc	Job #22408- Balsitis Park	01/31/2025	CC25-005	290.00	290.00	977001753	CDBG - Balsitis Park
03/06/2025	114893	BHT Engineering, Inc	Job #23401- Hacienda Blvd- Manz	01/31/2025	CC25-006	4,075.00	4,075.00	947000754	#23401 RSTP Hac -
03/06/2025	114893	BHT Engineering, Inc	Job #23412- Splash Pad	01/31/2025	CC25-007	27,543.00	27,543.00	104561750	ARPA Project
03/06/2025	114893	BHT Engineering, Inc	Job #24406- SB 1 Redwood Fronta	01/31/2025	CC25-008	1,305.00	1,305.00	947000760	#24406 Redwd - Gra
03/06/2025	114893	BHT Engineering, Inc	Job#24409- Wonder Acres Tank	01/31/2025	CC25-009	1,590.00	1,590.00	515115315	Engineering
03/06/2025	114893	BHT Engineering, Inc	Job #24411- CMAQ- CCB Shoulder	01/31/2025	CC25-010	1,327.00	1,327.00	947000758	#24411 CMAQ CCB -
03/06/2025	114893	BHT Engineering, Inc	Job #24413- Rancho Tracts Water	01/31/2025	CC25-011	4,990.00	4,990.00	957005753	Rancho Tracts Water
03/06/2025	114893	BHT Engineering, Inc	Job #24415- Parking Lot for Splas	01/31/2025	CC25-012	3,335.00	3,335.00	104561750	ARPA Project
03/06/2025	114893	BHT Engineering, Inc	Job#23400- General Engineering	01/31/2025	CC25-013	2,700.00	2,700.00	515115315	Engineering
03/06/2025	114893	BHT Engineering, Inc	Job #25401- CCB Rehab- Hacienda	01/31/2025	CC25-014	4,000.00	4,000.00	947000759	#23404 RSTP CCB -
03/06/2025	114893	BHT Engineering, Inc	Job #25402- Indian Wells Water P	01/31/2025	CC25-015	530.00	530.00	515115315	Engineering
03/06/2025	114893	BHT Engineering, Inc	Job #25403-604- Cal City Yard Are	01/31/2025	CC25-016	1,305.00	1,305.00	606000752	Community Benefit

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114893:							55,855.00		
03/06/2025	114894	Bound Tree Medical	Medical Supplies	02/20/2025	85670265	84.73	84.73	194222480	Chemicals/EMS Med
03/06/2025	114894	Bound Tree Medical	Medical Supplies	02/24/2025	85673236	1,284.60	1,284.60	194222480	Chemicals/EMS Med
Total 114894:							1,369.33		
03/06/2025	114895	Ace City Hardware	12/01-12/31/24	12/31/2024	10080 123124	58.60	58.60	184212270	Bldg Operation/Mai
03/06/2025	114895	Ace City Hardware	01/01-01/31/25	01/31/2025	30001 013125	848.67	848.67	515115451	Armory/Safety Equi
03/06/2025	114895	Ace City Hardware	01/01-01/31/25	01/31/2025	30002 013125	106.96	106.96	274411257	Hand Tools
Total 114895:							1,014.23		
03/06/2025	114896	Cal City TV & Appliances	40 Gallon Propane	02/19/2025	652	147.22	147.22	274411285	Propane
Total 114896:							147.22		
03/06/2025	114897	Chambers, Erin	Cannabis Enforcement Summit '25	03/03/2025	030325	387.00	387.00	394224230	Travel/Lodging/Reg
Total 114897:							387.00		
03/06/2025	114898	ComCate	04/20/25-04/19/26	02/01/2025	8833	5,216.94	5,216.94	184217630	Contracts
Total 114898:							5,216.94		
03/06/2025	114899	Dennis Automotive	Unit 3013- Oil & Filter/ Exhaust R	02/24/2025	23820	179.37	179.37	184212254	Veh Operation/Main
03/06/2025	114899	Dennis Automotive	Unit 3012- 2 Batteries	02/24/2025	23821	583.16	583.16	184212254	Veh Operation/Main
03/06/2025	114899	Dennis Automotive	Unit 3013- Front Pads & Rotors	02/27/2025	23833	387.50	387.50	184212254	Veh Operation/Main
Total 114899:							1,150.03		
03/06/2025	114900	EVEN Recharge Inc	09/24/24-09/23/29- O&M Servic	09/24/2024	09242024	6,249.99	6,249.99	977002800	EV Charging Station
Total 114900:							6,249.99		
03/06/2025	114901	FedEx	WWTP Sample Mailing	02/14/2025	8-770-99082	67.57	67.57	525213245	Postage and Shippin
03/06/2025	114901	FedEx	WWTP Sample Mailing	02/28/2025	8-784-97874	52.43	52.43	525213245	Postage and Shippin
03/06/2025	114901	FedEx	WWTP Sample Mailing	02/21/2025	9-690-95545	2.78	2.78	525213245	Postage and Shippin
Total 114901:							122.78		
03/06/2025	114902	Ferguson Waterworks	Inventory	02/10/2025	0041538	5,074.99	5,074.99	515115269	Inventory

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	114902	Ferguson Waterworks	Inventory	02/10/2025	0042538-1	1,378.83	1,378.83	515115269	Inventory
Total 114902:							6,453.82		
03/06/2025	114903	G2Solutions, Inc	02/01-02/28/25 DOJ Transaction	03/01/2025	DOJINV-002231	11.25	11.25	184212310	Professional Service
Total 114903:							11.25		
03/06/2025	114904	Hall Letter Shop, Inc	Public Hearing Notices	10/28/2024	29264	5,798.30	5,798.30	515115630	Contracts
Total 114904:							5,798.30		
03/06/2025	114905	Hensley Law Group	12/01-12/31/24	02/27/2025	11206	630.00	630.00	104155311	Legal Services
03/06/2025	114905	Hensley Law Group	01/01-01/31/25	02/27/2025	11207	1,400.00	1,400.00	104155311	Legal Services
Total 114905:							2,030.00		
03/06/2025	114906	Hightower, Kristy	Fire Marshal Lodging Reimburse	02/26/2025	022625	287.50	287.50	394224230	Travel/Lodging/Reg
03/06/2025	114906	Hightower, Kristy	Fire Marshal 1C Training Adv	03/03/2025	030325	534.22	534.22	394224230	Travel/Lodging/Reg
03/06/2025	114906	Hightower, Kristy	Fire Marshal 1C Training Reimb	03/03/2025	030325 B	233.22	233.22	394224230	Travel/Lodging/Reg
03/06/2025	114906	Hightower, Kristy	Fire Marshal 1D Training Adv	03/03/2025	030325 C	387.00	387.00	394224230	Travel/Lodging/Reg
Total 114906:							1,441.94		
03/06/2025	114907	iWorQ Systems	03/01/25-02/28/2026	02/03/2025	211256	8,742.00	8,742.00	104171210	Subscr/Books/Dues
Total 114907:							8,742.00		
03/06/2025	114908	Karl's Hardware-Rosam	Tank Sprayer	02/25/2025	22800	64.91	64.91	274411270	Bldg Operation/Mai
03/06/2025	114908	Karl's Hardware-Rosam	Finance Charge	12/31/2024	278866	1.75	1.75	515115270	Bldg Operation/Mai
03/06/2025	114908	Karl's Hardware-Rosam	Finance Charge	01/31/2025	282937	5.73	5.73	515115270	Bldg Operation/Mai
Total 114908:							72.39		
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Fuel Pump	01/07/2025	010546	217.50	217.50	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 102- Peak Amp	01/09/2025	010699	400.51	400.51	104441254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Discs/ Shocks	01/22/2025	011389	591.02	591.02	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Fuel Can	01/22/2025	011390	101.73	101.73	274411450	Special Depart Supp
03/06/2025	114909	Kern Auto Parts Inc.	Exhaust Fluid	01/22/2025	011391	380.01	380.01	104441450	Special Depart Supp
03/06/2025	114909	Kern Auto Parts Inc.	Unit 425- Battery	01/27/2025	011584	81.18	81.18	274411254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Bearing Set	01/27/2025	011591	64.30	64.30	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Bearing Assembly	01/27/2025	011596	273.66	273.66	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Control Arms	01/28/2025	011646	133.12	133.12	515115254	Veh Operation/Main

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	114909	Kern Auto Parts Inc.	Unit 267- Battery	01/29/2025	011710	258.09	258.09	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Starter	01/29/2025	011711	169.19	169.19	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 207- Spark Plug & Ignition Co	02/04/2025	012023	609.11	609.11	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 8013- Oil & Air Filter	02/06/2025	012154	66.12	66.12	164253254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Service Charge	10/31/2024	103124	19.58	19.58	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Service Charge	11/30/2024	113024	45.78	45.78	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Service Charge	12/31/2024	123124	64.91	64.91	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Service Charge	01/31/2025	13125	63.53	63.53	515115254	Veh Operation/Main
03/06/2025	114909	Kern Auto Parts Inc.	Unit 209- Service Charge	09/30/2024	93024	33.48	33.48	515115254	Veh Operation/Main
Total 114909:							3,025.50		
03/06/2025	114910	Kern County Clerk	G25/26 OHMVR Grant Project- CE	02/18/2025	CEQA G25/26	50.00	50.00	294219310	Professional Service
Total 114910:							50.00		
03/06/2025	114911	Linde Gas & Equipment I	Medical Oxygen	02/22/2025	48164199	145.82	145.82	194222480	Chemicals/EMS Med
Total 114911:							145.82		
03/06/2025	114912	Merchant's Printing & E	Office Supplies	01/20/2025	5-25122	316.09	316.09	294219241	Office Supplies
Total 114912:							316.09		
03/06/2025	114913	Mission Uniform Service	02/20/25- Linen Service	02/20/2025	523348320	78.14	78.14	184212270	Bldg Operation/Mai
03/06/2025	114913	Mission Uniform Service	02/27/25- Linen Service	02/27/2025	523391803	105.07	105.07	184212270	Bldg Operation/Mai
Total 114913:							183.21		
03/06/2025	114914	ODP Business Solutions	Building Supplies	02/18/2025	409129780001	130.00	130.00	184212270	Bldg Operation/Mai
03/06/2025	114914	ODP Business Solutions	Office Supplies	02/14/2025	409130326001	53.82	53.82	184212241	Office Supplies
03/06/2025	114914	ODP Business Solutions	Office Supplies	02/11/2025	410070769001	59.45	59.45	194222241	Office Supplies
03/06/2025	114914	ODP Business Solutions	Office Supplies	02/12/2025	411423573001	73.14	73.14	184212241	Office Supplies
03/06/2025	114914	ODP Business Solutions	Office Supplies	02/12/2025	411424273001	15.49	15.49	184212241	Office Supplies
Total 114914:							331.90		
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/19/2025	2527B511075	336.20	336.20	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/20/2025	2527B511342	275.00	275.00	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/21/2025	2527B511455	275.00	275.00	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/25/2025	2527B511642	275.00	275.00	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/25/2025	2527B511794	275.00	275.00	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/28/2025	2527B512230	275.00	275.00	525213314	Lab Sampling

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/28/2025	2527B512500	275.00	275.00	525213314	Lab Sampling
03/06/2025	114915	Pace Analytical Services	Lab Sampling	02/28/2025	2527B512666	275.00	275.00	525213314	Lab Sampling
Total 114915:							2,261.20		
03/06/2025	114916	Preferred Towing	Unit 3011 Tow	02/22/2025	7250	456.00	456.00	184212254	Veh Operation/Main
Total 114916:							456.00		
03/06/2025	114917	Price Paige & Company C	01/01-01/31/25	01/31/2025	35112	20,667.00	20,667.00	104141310	Professional Service
Total 114917:							20,667.00		
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 801- 2 Patches	01/30/2025	48919	25.00	25.00	274411254	Veh Operation/Main
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 101- 4 Flat Repair	02/12/2025	48970	30.00	30.00	274411254	Veh Operation/Main
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 154- 1 Tire	02/13/2025	48978	118.83	118.83	104441254	Veh Operation/Main
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 140- Tire Replacement	02/18/2025	48998	15.00	15.00	545410254	Veh Operation/Main
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 235- 1 Flat Repair	02/24/2025	49023	55.00	55.00	515115254	Veh Operation/Main
03/06/2025	114918	S.C. Friends Tire Inc.	Unit 3010- 1 Flat Repair	03/03/2025	49049	15.00	15.00	184212254	Veh Operation/Main
Total 114918:							258.83		
03/06/2025	114919	Safety-Kleen Corp	Parts Washer Solvent	02/07/2025	96382032	185.69	185.69	104441480	Chemicals/EMS Med
Total 114919:							185.69		
03/06/2025	114920	Sequoia Equipment Com	Unit 801- Tire Installation	02/10/2025	BAK-4958	4,432.90	4,432.90	274411256	Equipment Operatio
Total 114920:							4,432.90		
03/06/2025	114921	Sparkletts	01/01-01/31/25	03/01/2025	18305151 0301	169.70	169.70	184217241	Office Supplies
03/06/2025	114921	Sparkletts	02/01-02/28/25	02/14/2025	4687417 02142	99.50	99.50	525213241	Office Supplies
Total 114921:							269.20		
03/06/2025	114922	Thomson Reuters - West	01/01-12/31/25	12/11/2024	851240782	201.64	201.64	184212210	Subscr/Books/Dues
Total 114922:							201.64		
03/06/2025	114923	Titan Empire	12/18/24-01/22/25	01/23/2025	24118	16,587.50	16,587.50	104155311	Legal Services
Total 114923:							16,587.50		

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	114924	United Rentals	03/01-03/31/25 Backhoe Rental	02/20/2025	231379208-013	1,657.93	1,657.93	515115240	Equipment Rental
Total 114924:							1,657.93		
03/06/2025	114925	US Bank Equipment Fina	02/13-03/13/25 Copiers	02/17/2025	549380202	707.43	707.43	515115242	Office Equip Lease E
Total 114925:							707.43		
03/06/2025	114926	Vestis	02/04-02/11/25 Pants Service	02/11/2025	2601696194	82.74	82.74	294219451	Armory/Safety Equi
Total 114926:							82.74		
03/06/2025	114927	Vincent, Justin	Cannabis Enforcement Summit '25	03/03/2025	030325	387.00	387.00	394224230	Travel/Lodging/Reg
Total 114927:							387.00		
03/06/2025	114928	Zalco Laboratories Inc	Water Testing	02/12/2025	2502154	185.00	185.00	515115314	Lab Sampling
03/06/2025	114928	Zalco Laboratories Inc	Water Testing	02/25/2025	2502297	95.00	95.00	515115314	Lab Sampling
03/06/2025	114928	Zalco Laboratories Inc	Water Testing	02/25/2025	2502298	185.00	185.00	515115314	Lab Sampling
Total 114928:							465.00		
03/06/2025	114929	Titan Empire	01/30-02/20/25	02/20/2025	25010	1,835.00	1,835.00	184212130	Recruiting
Total 114929:							1,835.00		
02/28/2025	202400689	Staples Advantage	Building Supplies	02/25/2025	7004242492	1,005.77	1,005.77	104155270	Bldg Operation/Mai
Total 202400689:							1,005.77		
03/06/2025	202400690	Amazon Capital Services	Safety Gloves	02/20/2025	13D4-NHQD-GT	205.03	205.03	104441451	Armory/Safety Equi
03/06/2025	202400690	Amazon Capital Services	Safety Vests	02/24/2025	1D4M-FGHL-J1F	115.37	115.37	274411451	Armory/Safety Equi
Total 202400690:							320.40		
03/06/2025	202400691	AWP Safety	Aluminum Signs	02/20/2025	12020371	919.96	919.96	274411411	Street Signs
03/06/2025	202400691	AWP Safety	Aluminum Signs	02/20/2025	12020372	728.41	728.41	274411411	Street Signs
Total 202400691:							1,648.37		
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100145543.00	5,726.43	5,726.43	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148295.00	68.20	68.20	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148487.00	347.48	347.48	515115269	Inventory

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148494.00	486.04	486.04	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148496.00	2,391.78	2,391.78	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148497.00	1,691.95	1,691.95	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148603.00	3,377.94	3,377.94	515115269	Inventory
03/06/2025	202400692	Famcon Pipe & Supply In	Inventory	02/20/2025	S100148630.00	359.61	359.61	515115269	Inventory
Total 202400692:							14,449.43		
03/06/2025	202400693	M&M's Sports, Uniforms	DIRT Volunteer Uniforms	02/21/2025	60703	53.04	53.04	294219140	Uniforms
Total 202400693:							53.04		
03/06/2025	202400694	M&S Security Services	Code Change	02/20/2025	11899	20.00	20.00	104155630	Contracts
Total 202400694:							20.00		
03/06/2025	202400695	Middleton, Keith	02/01-02/28/25	03/03/2025	MILEAGE FEB20	26.25	26.25	104143230	Travel/Lodging/Reg
Total 202400695:							26.25		
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087207	2,440.38	2,440.38	184217255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087208	3,537.55	3,537.55	515115255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087209	864.78	864.78	164253255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087210	1,806.34	1,806.34	274411255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087211	1,072.50	1,072.50	545410255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087223	250.77	250.77	525213255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087224	191.27	191.27	194222255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087238	284.31	284.31	274413255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087245	134.56	134.56	104168255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087255	81.31	81.31	104441255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	01/16-01/31/25	01/31/2025	1087259	86.79	86.79	194216255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087265	1,895.16	1,895.16	184217255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087287	197.93	197.93	194222255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087291	295.53	295.53	525213255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087302	2,574.78	2,574.78	515115255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087303	1,477.36	1,477.36	545410255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087305	956.76	956.76	274411255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087315	168.26	168.26	194216255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087320	503.52	503.52	164253255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087329	353.44	353.44	274413255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087330	120.24	120.24	104441255	RSI Fuel
03/06/2025	202400696	RSI Petroleum	02/01-02/15/25	02/15/2025	1087338	77.14	77.14	104168255	RSI Fuel

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 202400696:							19,370.68		
Grand Totals:							277,862.33		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 3/5/25

Finance Department 

Report Criteria:

Report type: Invoice detail
Vendor.Vendor Number = {<>} 1039
Bank.Bank Number = 1

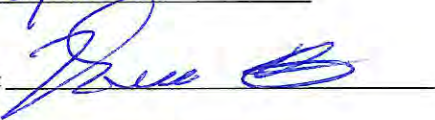
PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
02/28/2025	9555	US Bank Corporate Paym	Candy For Office	01/27/2025	DJ 2953 012725	2,408.53	2,408.53	744632235	Entertainment/Special E
Total 9555:							2,408.53		
03/05/2025	9556	Charter Communication	02/09-03/08/25	02/09/2025	010861002092	44.99	44.99	744632286	Communications Maint
Total 9556:							44.99		
03/05/2025	9557	SoCalGas	01/13-02/11/25	02/13/2025	034 313 9600 5	311.67	311.67	744632282	Gas
03/05/2025	9557	SoCalGas	02/11-02/13/25	02/18/2025	059 513 9604 2	3.70	3.70	744632282	Gas
03/05/2025	9557	SoCalGas	02/11-02/15/25	02/19/2025	082 734 2313 0	2.35	2.35	744632282	Gas
Total 9557:							317.72		
03/05/2025	9558	Southern California Edis	01/30-02/12/25	02/14/2025	700360687470	6.51	6.51	744632281	Electricity
03/05/2025	9558	Southern California Edis	01/30-02/14/25	02/18/2025	700370400911	2.88	2.88	744632281	Electricity
Total 9558:							9.39		
03/06/2025	9559	Chiavarolli, John	02/01-02/28/25 Janitorial Servic	02/28/2025	022825	200.00	200.00	744632310	Professional Services
Total 9559:							200.00		
03/06/2025	9560	Garcia, Mario	02/01-02/28/25 On Call Manager	02/28/2025	022825	400.00	400.00	744632310	Professional Services
Total 9560:							400.00		
03/06/2025	148000269	Adams, James	02/01-02/28/25 On Call Manager	02/28/2025	022825	400.00	400.00	744632310	Professional Services
03/06/2025	148000269	Adams, James	02/01-02/28/25 Maintenance	02/28/2025	022825 B	1,193.25	1,193.25	744632310	Professional Services
Total 148000269:							1,593.25		
03/06/2025	148000270	Andrasevits, Barbara A	02/28/25 Cleaning Apt#42	02/28/2025	022825	275.00	275.00	744632730	Improvements
Total 148000270:							275.00		
03/06/2025	148000271	RSI Petroleum	01/16-01/31/25	01/31/2025	1087242	82.25	82.25	744632255	RSI Fuel
03/06/2025	148000271	RSI Petroleum	02/01-02/15/25	02/15/2025	1087304	80.73	80.73	744632255	RSI Fuel
Total 148000271:							162.98		
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0051 020725	560.00	560.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0052 020725	40.00	40.00	744632630	Contracts

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0053 020725	40.00	40.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0054 020725	40.00	40.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0055 020725	40.00	40.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0056 020725	50.00	50.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0057 020725	40.00	40.00	744632630	Contracts
03/06/2025	148000272	Thugs to Bugs Pest Contr	02/01-02/28/25	02/07/2025	0058 020725	50.00	50.00	744632630	Contracts
Total 148000272:							860.00		
Grand Totals:							6,271.86		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 3/5/25

Finance Department 

Report Criteria:

Report type: Invoice detail
Bank.Bank Number = 148

Report Criteria:

Check.Check issue date = 02/21/2025-03/06/2025

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
03/06/2025	501440	Attil Farms	Final Bill Deposit Refunded	107109.02	1,187.50	1,187.50	5102090
Total 501440:					1,187.50		
03/06/2025	501441	Austin Yagle	Final Bill Deposit Refunded	106085.13	56.00	56.00	5102090
Total 501441:					56.00		
03/06/2025	501442	Beckles, Andrea	Final Bill Deposit Refunded	105141.06	65.00	65.00	5102090
Total 501442:					65.00		
03/06/2025	501443	Carlos Figueroa	Final Bill Deposit Refunded	107414.01	25.00	25.00	5102090
Total 501443:					25.00		
03/06/2025	501444	Charlene De Que	Final Bill Deposit Refunded	103968.06	25.00	25.00	5102090
Total 501444:					25.00		
03/06/2025	501445	Craig, Shellamarie	Final Bill Deposit Refunded	104213.10	56.00	56.00	5102090
Total 501445:					56.00		
03/06/2025	501446	Gerald Hooper	Final Bill Deposit Refunded	103062.07	15.00	15.00	5102090
Total 501446:					15.00		
03/06/2025	501447	Jennifer & Wesley Grimshaw	Final Bill Deposit Refunded	104884.05	20.00	20.00	5102090
Total 501447:					20.00		
03/06/2025	501448	JUAN MONZON	Final Bill Deposit Refunded	105704.10	25.00	25.00	5102090
Total 501448:					25.00		
03/06/2025	501449	Khla Ferguson	Final Bill Deposit Refunded	103101.04	17.00	17.00	5102090
Total 501449:					17.00		
03/06/2025	501450	Lecomte, Mathew	Final Bill Deposit Refunded	107472.01	57.00	57.00	5102090
Total 501450:					57.00		
03/06/2025	501451	Meister & Meister	Final Bill Deposit Refunded	107424.01	35.00	35.00	5102090
Total 501451:					35.00		

Finance Approval By: _____ Date: _____

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
03/06/2025	501452	Meister & Meister	Final Bill Deposit Refunded	107131.05	33.00	33.00	5102090
Total 501452:					33.00		
03/06/2025	501453	Meza, Virginia	Final Bill Deposit Refunded	104729.11	44.34	44.34	5102090
Total 501453:					44.34		
03/06/2025	501454	Miles & Stephanie Thompson	Final Bill Deposit Refunded	101701.05	25.00	25.00	5102090
Total 501454:					25.00		
03/06/2025	501455	NOAH GAZAWAY	Final Bill Deposit Refunded	103046.05	59.00	59.00	5102090
Total 501455:					59.00		
03/06/2025	501456	Patricia Gil	Final Bill Deposit Refunded	100369.10	25.00	25.00	5102090
Total 501456:					25.00		
03/06/2025	501457	Perla Moananu	Final Bill Deposit Refunded	102094.07	28.00	28.00	5102090
Total 501457:					28.00		
03/06/2025	501458	Rule, Cheryl	Final Bill Deposit Refunded	105791.07	26.00	26.00	5102090
Total 501458:					26.00		
03/06/2025	501459	Sellers, Angela	Final Bill Deposit Refunded	101789.06	56.00	56.00	5102090
Total 501459:					56.00		
03/06/2025	501460	Wadud, Musa	Final Bill Deposit Refunded	106046.14	64.00	64.00	5102090
Total 501460:					64.00		
Grand Totals:					1,943.84		

Finance Approval By: 

Date: 3/5/25

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
02/25	02/28/2025	114888	US Bank Corporate Payment	Express Ship to Utilitac	PD 4156 012725	61.12	61.12	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Express Ship to Utilitac	PD 4156 012725	61.12	61.12	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Express Ship to Utilitac	PD 4156 012725	80.57	80.57	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Unit 526- Diagnosis	PD 4156 012725	232.00	232.00	19-4222-254	Veh Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	Weight Adjustment Shippin	PD 4156 012725	23.15	23.15	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Shirts For Academy	PD 4156 012725	75.78	75.78	18-4212-451	Armory/Safety Equip & Su
Total PD 4156 012725:							1,154.85		
02/25	02/28/2025	114888	US Bank Corporate Payment	01/01-12/31/25 Shelterm	PD 8321 012725	380.00	380.00	18-4217-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	Dog Food For Animal Shelte	PD 8321 012725	698.84	698.84	18-4217-450	Special Depart Supp
Total PD 8321 012725:							1,078.84		
02/25	02/28/2025	114888	US Bank Corporate Payment	01/08-02/07/25 IMSA Ren	PW 4576 012725	100.00	100.00	10-5117-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	Cal Osha Response	PW 4576 012725	32.00	32.00	52-5213-245	Postage and Shipping
Total PW 4576 012725:							132.00		
02/25	02/28/2025	114888	US Bank Corporate Payment	Concessions	TDS 1859 012725	27.78	27.78	40-4566-440	Special Purchases/Concessi
02/25	02/28/2025	114888	US Bank Corporate Payment	Concessions	TDS 1859 012725	4.65	4.65	40-4566-440	Special Purchases/Concessi
02/25	02/28/2025	114888	US Bank Corporate Payment	Concessions	TDS 1859 012725	124.82	124.82	40-4566-440	Special Purchases/Concessi
02/25	02/28/2025	114888	US Bank Corporate Payment	PVC Pipes	TDS 1859 012725	14.58	14.58	40-4566-408	Grounds
Total TDS 1859 012725:							171.83		
Total 114888:							14,761.51		
Grand Totals:							14,761.51		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 3/5/25

Finance Department [Signature]

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
02/25	02/28/2025	114888	US Bank Corporate Payment	Council Training	ADMIN 8853 01272	2,700.00	2,700.00	10-4111-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Council Training	ADMIN 8853 01272	-675.00	-675.00	10-4111-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Council Training	ADMIN 8853 01272	-675.00	-675.00	10-4111-230	Travel/Lodging/Reg
Total ADMIN 8853 012725:							1,350.00		
02/25	02/28/2025	114888	US Bank Corporate Payment	2025 City Manager Confere	FIN 4397 012725	775.00	775.00	10-4131-230	Travel/Lodging/Reg
Total FIN 4397 012725:							775.00		
02/25	02/28/2025	114888	US Bank Corporate Payment	12/26/24-12/25/25 Adob	FIN 6456 012725	239.88	239.88	10-4155-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	01/18-02/17/25 Zoom	FIN 6456 012725	100.00	100.00	10-4155-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	01/19-02/18/25 Zoom	FIN 6456 012725	100.00	100.00	10-4155-210	Subscr/Books/Dues
Total FIN 6456 012725:							439.88		
02/25	02/28/2025	114888	US Bank Corporate Payment	12/24/24-01/23/25 Adob	FIRE 0753 012725	19.99	19.99	19-4222-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	Comet Cleaner	FIRE 0753 012725	10.60	10.60	19-4222-270	Bldg Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	Dishwasher Pods	FIRE 0753 012725	21.44	21.44	19-4222-270	Bldg Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	01/24-02/23/25 Microsoft	FIRE 0753 012725	12.50	12.50	19-4222-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	ICC annual Sub 1/25-1/26	FIRE 0753 012725	215.00	215.00	39-4224-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	ICC annual Sub 1/25-1/26	FIRE 0753 012725	794.00	794.00	39-4224-210	Subscr/Books/Dues
Total FIRE 0753 012725:							1,073.53		
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 0779 012725	5.60	5.60	19-4222-245	Postage and Shipping
Total FIRE 0779 012725:							5.60		
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	158.68	158.68	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	158.68	158.68	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	158.68	158.68	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	01/02-02/02/25 Adobe	FIRE 7568 012725	19.99	19.99	19-4222-210	Subscr/Books/Dues
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	9.05	9.05	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	20.76	20.76	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	2025 Legal Updates Trainin	FIRE 7568 012725	30.00	30.00	19-4216-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Fire Marshal Training #A	FIRE 7568 012725	410.00	410.00	39-4224-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	2025 Legal Updates Trainin	FIRE 7568 012725	30.00	30.00	19-4216-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Fire Marshal Training #BC	FIRE 7568 012725	1,550.00	1,550.00	39-4224-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Situation Awareness Traini	FIRE 7568 012725	130.00	130.00	39-4224-230	Travel/Lodging/Reg

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
02/25	02/28/2025	114888	US Bank Corporate Payment	Printer Ink	FIRE 7568 012725	131.80	131.80	19-4222-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Fire Marsh. Class C Book	FIRE 7568 012725	89.02	89.02	39-4224-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	Computer Speakers	FIRE 7568 012725	34.30	34.30	19-4222-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Gate Remotes x 5	FIRE 7568 012725	100.55	100.55	19-4222-270	Bldg Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS Shipping	FIRE 7568 012725	94.51	94.51	19-4222-245	Postage and Shipping
Total FIRE 7568 012725:							3,170.27		
02/25	02/28/2025	114888	US Bank Corporate Payment	Office Supplies	OHV 2335 012725	38.06	38.06	10-4155-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Borax Bill Park Lights	OHV 2335 012725	53.60	53.60	29-4219-450	Special Depart Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	CPR Training	OHV 2335 012725	760.00	760.00	16-4254-630	Contracts
02/25	02/28/2025	114888	US Bank Corporate Payment	Office Supplies	OHV 2335 012725	181.78	181.78	29-4219-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Borax Bill Park Lights	OHV 2335 012725	617.32	617.32	29-4219-450	Special Depart Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	Additional Cameras for Bor	OHV 2335 012725	2,276.30	2,276.30	29-4219-740	Purchase of Equipment
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Safety Gear	OHV 2335 012725	207.79	207.79	16-4254-451	Armory/Safety Equip & Su
02/25	02/28/2025	114888	US Bank Corporate Payment	Office Supplies	OHV 2335 012725	131.80	131.80	29-4219-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Medical Supp	OHV 2335 012725	104.88	104.88	16-4254-480	Chemicals/EMS Med Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Medical Supp	OHV 2335 012725	12.05	12.05	16-4254-480	Chemicals/EMS Med Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Medical Supp	OHV 2335 012725	175.15	175.15	16-4254-480	Chemicals/EMS Med Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	Office Supplies	OHV 2335 012725	41.92	41.92	29-4219-241	Office Supplies
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Medical Supp	OHV 2335 012725	159.89	159.89	16-4254-480	Chemicals/EMS Med Supp
02/25	02/28/2025	114888	US Bank Corporate Payment	Dump Trailer Lock	OHV 2335 012725	445.88	445.88	29-4219-256	Equipment Operation/Mai
02/25	02/28/2025	114888	US Bank Corporate Payment	Grant Funded Safety Gear	OHV 2335 012725	64.34	64.34	16-4254-451	Armory/Safety Equip & Su
02/25	02/28/2025	114888	US Bank Corporate Payment	Office Supplies	OHV 2335 012725	50.60	50.60	29-4219-241	Office Supplies
Total OHV 2335 012725:							5,321.36		
02/25	02/28/2025	114888	US Bank Corporate Payment	Gas	PARK 2709 012725	42.00	42.00	10-4561-254	Veh Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	Gas	PARK 2709 012725	8.48	8.48	10-4561-254	Veh Operation/Maint
02/25	02/28/2025	114888	US Bank Corporate Payment	Gas	PARK 2709 012725	37.87	37.87	10-4561-254	Veh Operation/Maint
Total PARK 2709 012725:							88.35		
02/25	02/28/2025	114888	US Bank Corporate Payment	POST Academy Registratio	PD 4156 012725	230.00	230.00	18-4212-230	Travel/Lodging/Reg
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS P/U Fee	PD 4156 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS P/U Fee	PD 4156 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS P/U Fee	PD 4156 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS P/U Fee	PD 4156 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	UPS P/U Fee	PD 4156 012725	14.75	14.75	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Express Ship to Utilitac	PD 4156 012725	158.68	158.68	19-4222-245	Postage and Shipping
02/25	02/28/2025	114888	US Bank Corporate Payment	Express Ship to Utilitac	PD 4156 012725	158.68	158.68	19-4222-245	Postage and Shipping

California City

Check Register - US Bank Corporate Credit Card
Check Issue Dates: 2/21/2025 - 3/6/2025

Page: 4
Mar 05, 2025 03:14PM

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
--------------	---------------------	-----------------	-------	-------------	-------------------	-------------------	-----------------	------------	-----------------

Report Criteria:

Report type: GL detail
Vendor.Name = "US Bank Corporate Payment"
Bank.Bank Number = 1
Check.Voided = No



COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager
Inge Elmes, OHV Manager

SUBJECT: Adopt Resolution No. 25-3114, A Resolution of the City Council of the City of California City approving the applicant to apply for and receive grant funds for the California State Parks Grants Cooperative Agreement Program, Off-Highway Motor Vehicle Recreation grant funds.

BACKGROUND/ DISCUSSION:

The city of California City applies annually for funding through the Off Highway Motor Vehicle Recreation Grants and Cooperative Agreements Program. The state OHMVR Division requires an annual resolution from the city council that approves the applicant to apply for and receive grant funding from the California State Parks Grants Cooperative Agreement Program.

Staff will be requesting funding congruent with previous year's applications. Exact amounts will be calculated after application is submitted.

RECOMMENDATION

Staff recommends that city council adopt Resolution No. 25-3114 which allows applicant to apply for and receive grant funding for the upcoming 2025/2026 grant cycle from the OHMVR Division Grants and Cooperative Agreements Program.

ATTACHMENTS

A. Resolution 25-3114

RESOLUTION NO. 25-3114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE APPLICANT TO APPLY FOR, AND RECEIVE GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE RECREATION GRANT FUNDS

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for various activities including Operation and Maintenance, Restoration, Law Enforcement, Development Planning, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require an applicant's governing body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant ("Grant"); and

WHEREAS, the City of California City ("Applicant") wishes to apply for and receive grant funding from the Off-Highway Motor Vehicle Grant Fund; and

WHEREAS, Applicant desires to undertake various projects related to the use of off-highway motor vehicles to be funded in part by the Grant; and

WHEREAS, these proposed projects appear to be or are in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the proposed projects.

NOW, THEREFORE, BE IT RESOLVED that the City of California City hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Recreation Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition, and Development Projects be maintained to specific conservation standards; and
4. Certifies that the proposed projects will be well-maintained during their useful lives; and
5. Certifies that this agency will implement the proposed projects with diligence once funds are available and the Applicant has reviewed, understands, and agrees with any proposed project agreements related to proposed projects; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of the proposed projects (as applicable); and
8. Appoints the City's Off Highway Vehicle Manager or her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the proposed projects.

AYES:
NOES:
ABSENT:
ABSTAIN:

Marquette Hawkins, Mayor

ATTEST:

Leandrea Weible,
Acting City Clerk

APPROVED AS TO FORM

Victor Ponto, City Attorney

STATE OF CALIFORNIA }
COUNTY OF KERN } SS
CITY OF CALIFORNIA CITY }

I, Leandrea Weible, Interim City Clerk of the City of California City, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of California City at a regular meeting thereof held on the 11th day of March 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Leandrea Weible, Interim City Clerk



COUNCIL AGENDA ITEM

March 11, 2025

TO: Mayor and City Council

FROM: Christopher Lopez, City Manager

SUBJECT: Discussion and Direction Regarding IT Services

BACKGROUND/ DISCUSSION:

At the February 25, 2025 meeting of the Mayor and City Council, the City Council directed the City Manager to review the agreement with Diamond IT. This item is included to receive formal direction from the City Council on potential direction regarding this agreement.

Options for the Council may include the following:

1. Direct the development of an RFP (Request for Proposals)
2. Develop a longer-term agreement with the current vendor
3. Other alternatives

RECOMMENDATION:

Staff recommends the City Council discuss provide formal direction on this item.



We have prepared a quote for you

ManageCentric Complete - 3 Year Agreement

Quote # 005732
Version 6

Prepared for:

City of California City

Anna Linn
alinn@californiacity-ca.gov

Tuesday, June 15, 2021

City of California City
Anna Linn
21000 Hacienda Blvd
California City, CA 93505
alinn@californiacity-ca.gov

Dear Anna,

The following proposal details DiamondIT's ManageCentric Complete (MCC) IT Support service (3 year Agreement). ManageCentric Complete includes the following managed service programs provided by DiamondIT:

- SecureCentric - DiamondIT Next Generation set of security tools including 24x7 Breach detection monitoring and Security Awareness training for your end-users.
- BackupCentric - DiamondIT backup and disaster recovery solution with cloud offsite to protect your data (Includes 8TB of usable backup storage)
- Management of existing server infrastructure
- Proactive Maintenance of your servers and network equipment
- Regularly scheduled Business Reviews detailing the state of your IT environment
- **vCTO and Strategic planning services**
- **Managed Help Desk & Support**
- **10% discount off of labor rates for projects outside of MCC agreement**

ManageCentric Complete services are based on the estimated number of users, workstations, and servers. We are providing this quote based on the conversations, limited discovery scans, and estimates. We have included firewalls and backups for City, Police Department, and Public Works locations. The pricing in this proposal is an estimate. Changes to quantities including users, workstations, servers, locations, and storage will affect monthly service fees.

- User Count - 120
- Workstations - 60
- Servers - 12

We anticipate additional discoveries during this on boarding project will provide further insight into the current network. We will provide detailed recommendations for remediation and upgrades pending our findings upon completion of your on-boarding. Based on our discussions there will be on boarding and cleanup projects required to attain the quantities used to estimate this agreement quote. These cleanup projects are not included in this quote.

To proceed with the proposed recommendations simply sign the authorization page with detailed pricing. If you have any questions about the information we have prepared, please let me know. We appreciate the opportunity to serve you and look forward to working with you to provide a technologically correct solution that meets your needs.

Sincerely,

Michael Leftwich
VP/GM
DiamondIT

ManageCentric Complete

DiamondIT provides an end to end solution that starts with understanding your business needs and assessing a mutual fit. Once we have an understanding of how you use technology and where you want to go strategically, we then design a solution made with industry leading technology and implement that solution using a standardized best practice approach. From there, we proactively monitor and maintain the systems and provide your users with the support they need. You also get the benefit of a Virtual CTO to review your network performance reports and assist with strategic IT planning.

ManageCentric Complete is based on a fixed monthly payment amount. This makes IT support an easy to manage predictable budget that can scale based on your ever changing needs. **Leave the IT to us so you can focus on your business!**

ManageCentric Complete includes DiamondIT's security and business continuity tools, proactive support services, business strategic planning and advisory services and end user help desk services. Here is a break down of each of these areas:

SecureCentric includes:

- Spam Filtering
- Anti Virus software – Workstations, Laptops and Servers
- Email Encryption
- Operating System Patching
- Breach Detection
- Dark Web Scan – Business Domain
- Security Awareness Training

BackupCentric services include:

- Local backup
- Up to 1TB of Offsite Backup storage per server/per month (\$.50 per GB Over 1TB)
- Offsite virtualization Disaster Recovery Services capability
- Regularly scheduled backup validation check

Managed Firewall service includes:

- Firmware, Security Updates (requires purchase of a supported firewall devices and valid Total Security licensing)

Regular Server and Network Maintenance:

Maintenance is vital to your business. DiamondIT takes preventative measures to ensure the health of our client's servers and environments. DiamondIT's maintenance program ensures all network servers are maintained regularly to ensure the maximum up-time of your network. Maintenance for supported systems include:

- OS patch updates
- Firmware updates
- System Log review
- Server Memory allocation, hard drive space and CPU checks
- And more

Help Desk & Support

ManageCentric Complete

- 8x5 Mon – Fri Remote IT support
- Vendor Management (LOB, Printer(s), POS, Telco Carriers, Surveillance Camera's, VoIP)
- State of the Art Ticketing Portal
- Tiered Escalation Process

Business Reviews:

DiamondIT will provide regular performance reports offering a clear view into the health of your network and systems.

Labor Discount:

DiamondIT includes a 10% discount off of our published hourly labor rates with enrollment into our ManageCentric Complete program. Complete support applies to included devices in the agreement. Un-managed devices will be supported at T&M hourly rates.

Project Description

The following Scope of Work details the major steps involved in the completion of the on boarding services included in this proposal.

Complete Customer On boarding

- Perform Password Change & Lockout
 - Domain Admin
 - All accessible network equipment
 - Wireless WPA passphrase
- Complete Active Directory audit & cleanup of users, computers, and mailboxes
- Complete VPN and remote access audit
- Complete GPO Cleanup & Security Policy Implementation
- Implement IT support ticketing procedures
- Complete Server Maintenance
 - Check and clear all logs
 - Install all OS updates

Deploy ManageCentric RMM, AV and Breach Detection

- Deploy ManageCentric agent on up to **12** servers and **120** workstations using automated probe deployment or Group Policy software deployment.
- Antivirus endpoint software deployment by ManageCentric Agent
- Breach Detection software deployment by ManageCentric Agent
- Provide client with Antivirus Health Report confirming current installation and definition dates.
- Update client documentation.

Deploy Email Security and Encryption

- Confirm access to Domain Registrar for MX record change
- Export list of users and format for import
- Provision Customer in Spam Filter
- Provision Domains and complete domain verification
- Provision users in new spam filter
- Enable Encryption service
- Configure mail server inbound and outbound delivery
- Test inbound and outbound delivery
- Update MX Record for new spam filter and check spam filter logs for traffic
- DiamondIT will provide written directions with screenshots for quarantine, digest, personalized settings, and outbound email encryption process
- Removed old spam filter entries from firewall if applicable
- De-provision from old spam filter if necessary

Configure and Implement Automated Security Awareness Training

- Provision client and complete email verification process
- Configure spam filtering solution for campaign email delivery
- DiamondIT will provide written directions with screenshots for user training portal, outlook plug-in, and annual training
- Add client to schedule for next quarterly email campaign

Project Description

- Deploy portal access to (1) designated user audit annual training and weekly micro-training completions

Configure Dark Web Reporting

- Provision client and email domain(s) in portal
- Configure detection notification to be sent to a client designated recipient
- Add client to monthly reporting schedule

Deploy (3) Managed Firewall

- Registration of device.
- Upgrade to current firmware release.
- Configuration of management settings.
- Configure LAN, and WAN ports.
- Configure Firewall rule set to cover the following traffic flows.
- Inbound traffic and NAT policies.
- Remote Management of Firewall.
- Configure Security Bundles if purchased to factory defaults.
 - APT Blocker uses a cloud-based sandbox with full system emulation to detect and block advanced malware and zero day attacks.
 - Intrusion Prevention Service (IPS) delivers in-line protection from malicious exploits, including buffer overflows, SQL injections, and cross-site scripting attacks.
 - Reputation Enabled Defense ensures faster, safer web surfing with cloud-based look-up.
 - Category based content filtering - default settings. WebBlocker controls access to sites that host objectionable material or pose network security risks.
- Deploy DNS Filtering
- Physical installation of the device.
- Test the above traffic flows.
- Update client documentation.

Deploy BackupCentric to Servers

- Prep (3) Backup Storage NAS device.
- Delivery and installation of storage device if purchased.
- Backup Agent Installation and configuration on up to (9) Windows Servers
- Configure Active Directory, SQL and Exchange agents as needed
- Configure backup protection plan and apply to all agents
- Follow-up on backup status and consolidation check.
- Seed base images using client internet bandwidth. Seeding by hard drive is available if required but not included.
- Complete test image mount for each server using the latest incremental image after the base images are seeded.
- Test virtual boot of each server. (Virtual Boot is not supported for PD due to DOJ regulations)
- Remove existing backup software as identified
- Update client documentation

Schedule Reoccurring Maintenance

- Add servers to regularly scheduled Server Maintenance plan
- Add firewalls to regularly scheduled Firewall Maintenance validation plan

Project Description

- Add backups to regularly scheduled BackupCentric validation plan
- Add Client to regularly scheduled Business Review program

SPECIFIC ASSUMPTIONS & EXCLUSIONS:

- Any remediation is not included in the scope and will be billed at T&M rates.
- User and Workstations need to be available and powered on.
- Network conditions allow for remote deployment of software packages.
- Administrator access or credentials are available to all systems and services required to deliver scope.
- Unrestricted access to customers DNS, Firewall, and mail servers is required
- Users will be provisioned based on the list of mailboxes and distribution groups pulled from mail server
- Users will receive a welcome email from spam solution and security awareness training platform
- Users will be required to set up their own user password for managing personalized settings
- Client email services are operating without errors. Scope of Work does not include troubleshooting or resolving issues with current email/network services
- DiamondIT will provide written directions with screenshots for Security Awareness user training portal, outlook plug-in, and annual training
- DiamondIT will provide written directions with screenshots for spam quarantine, digest, and personalized settings
- Individual End-User training and password resets are not normally required and are not included in this scope of work
- Interfacing with other vendors and third-party providers for DNS, firewall, and server configuration is excluded
- Backups are not included for hyper-visor host servers
- Service accounts may be required for Active Directory, SQL and Exchange aware backups
- Server reboots are required to complete the installation.
- No preexisting conditions preventing backups from completing including but not limited to:
 - Disk corruption
 - Software compatibility
 - Hardware compatibility
 - Operating System compatibility

STANDARD ASSUMPTIONS & EXCLUSIONS:

- Managed Firewall and firewall maintenance requires supported device with current total security subscription
- Anti-Spam filter requires compatible email hosting platform
- Agent deployment and system maintenance requires compatible hardware and operating systems
- No preexisting conditions exist that will prevent or delay the successful completion of the work included in this scope.
- Capacity at existing patch panel and POE switch is available to accommodate additional equipment / wiring installations.
- Existing cabling, low voltage, and data drops will be used and are available in required locations.
- Additional services requested outside the above mentioned scope will require a signed Change Order and approval by Client and will be billed as quoted.
- All services will be provided during 8am to 5pm Monday thru Friday. If after hours or weekend service is required additional hourly rate will be increased by 1.5 per hour factor.
- DiamondIT staff will be allowed access to client location to complete necessary installation requirements.
- DiamondIT does not warranty installed hardware. All equipment installed is warranted by manufacturer and subject to manufacturing warranty policies.
- DiamondIT reserves the right to sub-contract as needed based on project type, project specialization and scheduling.
- Coordination with utility & service providers or remote sites is excluded unless otherwise specified in the scope of work.
- Low voltage and cabling is excluded unless otherwise specified in the scope of work.

Project Description

- Electrical power/ UPS upgrades/changes or special requirements are excluded.
- HVAC upgrades/changes or special requirements are excluded.
- Custom programming and software development are excluded.
- Expedited shipping is excluded unless otherwise stated in this proposal (overnight, 2-day, red, orange or other express shipping types)

ManageCentric Complete - 3 Year agreement

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
ManageCentric Complete Monthly	\$18,073.59	\$18,073.59	1	\$18,073.59	\$18,073.59
MCC Users Each Additional User \$98.83 (minimum user = 90)			120		
MCC Workstations Each additional Workstation \$12.00 (Minimum workstation = 40)			60		
MCC Servers Each additional Server \$253.00 (Minimum Servers = 8)			12		
MCC Network Device Maintenance Each additional network device \$12.50			1		
MCC DarkWeb Domain Scan Each additional Domain \$55			2		
Business Review Service			1		
Firewall Maintenance Security subscription required. Additional Firewalls at \$25			3		
Hardware Rental					
Backup Storage appliance - Rental Local Backup Storage for the following locations: <ul style="list-style-type: none">• City Server Room - Local Backup storage with up to 8TB use-able• Police Department Server Room - Local Backup storage with up to 8TB use-able• Public Works Server - Local Backup storage with up to 8TB use-able			4		
Managed Firewall - Rental with Total Security Subscription			4		



ManageCentric Complete - 3 Year agreement

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
				Monthly Subtotal:	\$18,073.59
				Subtotal:	\$18,073.59

ManageCentric Complete Deployment

Description	Price	Qty	Ext. Price
7003 ManageCentric Complete Onboarding - Fixed Fee	\$6,750.00	1	\$6,750.00
~Project Labor - Onboarding Fixed Fee		1	
~Project Labor - SecureCentric Installation Fixed Fee		1	
~Project Labor - BackupCentric installation Fixed Fee		1	
~Project Labor - Firewall Installation Fixed Fee		1	
			Subtotal: \$6,750.00

ManageCentric Complete - 3 Year Agreement



Prepared by:
DiamondIT
 Michael Leftwich
 (661) 833-5600
 Fax (661) 833-5608
 mleftwich@diamondit.pro

Prepared for:
City of California City
 21000 Hacienda Blvd
 California City, CA 93505
 Anna Linn
 (760) 373-7167
 alinn@californiacity-ca.gov

Quote Information:
Quote #: 005732
 Version: 6
 Delivery Date: 06/15/2021
 Expiration Date: 07/01/2021

Quote Summary

Description	Amount
ManageCentric Complete - 3 Year agreement	\$18,073.59
ManageCentric Complete Deployment	\$6,750.00
Total:	\$24,823.59

Monthly Expenses Summary

Description	Amount
ManageCentric Complete - 3 Year agreement	\$18,073.59
Monthly Total:	\$18,073.59

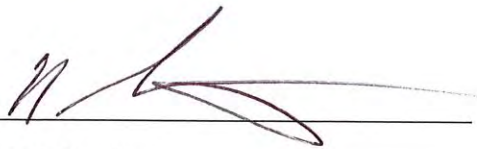
The parties hereto acknowledge that the Contract Documents constitute all of the documents listed in paragraph 5 of the Summary (collectively the "Contract Documents") included in this quote and that there are no other agreements, written or oral, between the parties as to the Work. By their signatures below, the parties acknowledge and agree that, as of the Effective Date, they are bound by all of the provisions of the Contract Documents and that the Contract Documents are in full force and effect.

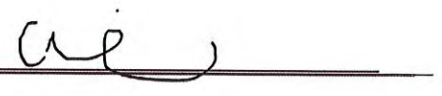
I have read and agree to the Contract Documents provided. I am an authorized agent with authority to enter into this agreement with DIAMONDIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is forthcoming. This agreement cannot be canceled or modified without written permissions. Service rates are subject to change with notification.



DiamondIT

City of California City

Signature: 
Name: Michael Leftwich
Title: VP/GM
Date: 06/15/2021

Signature: 
Name: Anna Linn
Initials: AL
Date: 6/14/2021 10:53:50 AM
IP Address: 97.90.178.118
Email Address: alinn@californiacity-ca.gov
PO Number: N/A

Contract Summary

SUMMARY OF BASIC CONTRACT PROVISIONS ("SUMMARY")

1. Date of Contract (the "Effective Date"): The Contract is effective as of the date we first provide the services described herein.
2. Name and Address of DIAMONDIT ("DIAMONDIT"):
DIAMONDIT
8701 Swigert Ct.,
Bakersfield, California, 93311
(661) 833-5600
(661) 833-5608
support@diamondit.pro
3. Name and Address of CUSTOMER (the "CUSTOMER"):
City of California City
21000 Hacienda Blvd
California City, CA, 93505
(760) 373-7167
alinn@californiacity-ca.gov
4. Description of Work (the "Work"): DIAMONDIT and CUSTOMER acknowledge and agree that DIAMONDIT is to provide CUSTOMER with the following WORK:

ManageCentric Complete Addendum (hereinafter "MCC Services"): MCC Services is the proactive, remote tracking of network and computer health, system and security management, and help desk services. MCC Services help to enhance the overall IT experience for your users by reducing down time and allowing you to make better use of internal resources. Our Remote Monitoring & Management (RMM) solution, ManageCentric, provides comprehensive year-round, 24-hour remote monitoring with patch management, backups, virus protection, and spam filtering. All technical requirements and specification are set forth in the attached Addendum entitled "ManageCentric Complete Specifications".
- Dell Broadcom NetExtreme II Quad Port Ethernet NIC**
5. **Contract Documents** (the "Contract Documents"):
 - 5.1 This Summary.
 - 5.2 The accompanying Terms and Conditions of Contract (attached).
 - 5.3 The Addendum(s) referenced and acknowledged above in Section 4 entitled "Description of Work".
 - 5.4 The Quote(s) referenced and acknowledged below in Section 8.1.
6. **Contract Target Commencement Date** (the "Target Commencement Date"): 6/1/2021 12:00:00 AM.
7. **Contract Target Completion Date** (the "Completion Date"): 6/30/2024 12:00:00 AM.
8. **Contract Sum** (the "Contract Sum"): CUSTOMER shall pay DIAMONDIT for the WORK in the amount(s) ("Contract Sums"), as hereinafter provided:
 - 8.1. The Contract Sum as set forth in Quote #005732 v6 attached hereto, subject to modification as provided for.

Monthly Fee may be modified based on changes to number of users/computers/servers or covered devices/software during term of contract. CUSTOMER agrees that all new users/items added during the term of this contract will be added to the monthly service fee as per the current


 **Contract Summary**

per user/item fee.

9. Additional Provisions:

The parties hereto acknowledge that the Contract Documents constitute all of the documents listed in paragraph 5 of this Summary (collectively the "Contract Documents") and that there are no other agreements, written or oral, between the parties as to the Work. By their signatures below, the parties acknowledge and agree that, as of the Effective Date, they are bound by all of the provisions of the Contract Documents and that the Contract Documents are in full force and effect.

I have read and agree to the Contract Documents provided. I am an authorized agent with authority to enter into this agreement with DIAMONDIT. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is forthcoming. This agreement cannot be canceled or modified without written permissions. Service rates are subject to change with notification.

 Terms and Conditions

TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF CONTRACT BETWEEN DIAMONDIT AND CUSTOMER, along with the accompanying SUMMARY and ADDENDUM(S) (hereinafter collectively the "Contract"), are entered and agreed to as of the Effective Date stated in paragraph 1 of the Summary by and between DIAMONDIT as referred to in paragraph 2 of the Summary and the CUSTOMER referred to in paragraph 3 of the Summary.

NOW THEREFORE, in consideration of the covenants and contracts herein contained and in the Summary and in consideration of such other good and valuable consideration, it is agreed between DIAMONDIT and CUSTOMER, as follows:

ARTICLE 1: GENERAL TERMS:

The enclosed materials are proprietary to DIAMONDIT, and are therefore copyrighted material. The materials are presented for the purpose of agreement to services and may not be disclosed in any manner to anyone other than the addressee and employees or an authorized representative of CUSTOMER.

DIAMONDIT reserves the right to modify any of the enclosed or related details thereafter. This Quote and pricing outlined herein is only valid when purchased as a complete hardware, software, and service solution unless otherwise agreed to by DIAMONDIT.

Hardware/Software Purchases: Due to the fast paced nature of technology and the unique needs of each project, DIAMONDIT does not typically stock hardware or software. Thus, all hardware and software orders require payment in advance and will be ordered after payment is received. Returns may only occur with a Return Material Authorization ("RMA"). RMA's may not be issued for all items. Assuming we are able to return the product to the distributor or manufacturer, a restocking fee will typically apply to allowed returns.

Upon execution of the contract, the order shall not be cancelable by CUSTOMER for delays in delivery until fifteen days after written notice of such intention shall actually been received by DIAMONDIT. CUSTOMER shall be obligated to accept any portion of the goods shipped or delivered by DIAMONDIT during such period. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to DIAMONDIT within ten (10) days after receipt of goods by Buyer.

DIAMONDIT will perform the services outlined in this document according to our understanding of your desired results as agreed upon by both CUSTOMER and DIAMONDIT. If DIAMONDIT encounters any configuration or migration issues outside of the scope, as defined above, we will immediately notify the CUSTOMER and take the appropriate action to redefine the scope of work and adjust the time and materials required accordingly.

While we do our best to quote based on the conditions we know, the final pricing and configuration may need to be adjusted to include items such as: additional products, licenses, professional services, shipping or taxes. If this is a project, please plan a fifteen percent contingency fee for any potential change orders. This is to ensure the project can proceed with minimal interruption. Additional information may be required from you in order to more accurately quote this solution. These may include: floorplans, network diagrams, local, long distance and Internet access bills, site surveys, etc. We reserve the right to cancel orders containing pricing or other material errors.

Please remit payment to:
Diamond Technologies, Inc.
PO Box 9007
Bakersfield CA 93389

Invoice Terms: Services will be invoiced on a monthly basis for actual Services performed unless noted otherwise. Payment is due upon receipt. You may pay invoices by check or any other method we approve in writing.

Terms and Conditions

Expenses: CUSTOMER will be responsible for any Service related expenses including actual, reasonable and necessary travel and lodging expenses DIAMONDIT incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: DIAMONDIT's pricing may not include applicable taxes. You are solely responsible for paying any taxes, governmental fees and assessments arising under this Agreement or from the Services, including any national, state or local sales, use, value-added, excise, withholding or other taxes, duties, tariffs or fees assessed in connection with this Agreement by any authority ("Taxes"), except for taxes on our income. If we pay any Taxes that are your responsibility, you will reimburse us immediately upon demand.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed Quote are received by DIAMONDIT. Upon receipt of a signed Quote and Purchase Order, a DiamondIT Project Manager will typically contact you within 3 business days to begin Services scheduling. Services Scheduling will be based upon CUSTOMER's schedule preferences/requirements and the availability of required resources.

Use of Third Parties: DiamondIT shall have the right in its sole discretion to hire or retain any independent third party to assist DiamondIT with any product or services under this agreement.

Pricing: The terms offered by DIAMONDIT under this Quote (including but not limited to the pricing) shall be valid for twenty (20) days following initial delivery of this Quote to CUSTOMER unless noted otherwise. After which, Quote shall be deemed an Expired Quote. In the event this Quote is executed by CUSTOMER after becoming an Expired Quote, DIAMONDIT may in its sole discretion, (i) accept the Quote on the stated terms or (ii) reject such Quote and may provide CUSTOMER with a revised Quote setting forth any necessary updates to the terms of the previous Quote.

Order of Precedence: This Quote, together with the Purchase Order (if any) and the Terms and Conditions herein, along with any addendums thereto, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between DIAMONDIT and CUSTOMER regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, Quote and Terms and Conditions and any addendums, the following order of precedence shall be followed: first, the Terms and Conditions including any applicable addendums, second the Quote, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

ARTICLE 2: CUSTOMER OBLIGATIONS.

2.1. **Equipment and Office Facilities:** CUSTOMER shall provide access to its equipment (including network and servers) including access to install and use remote access software necessary to perform and provide the WORK, and facilities and cooperation of information technology personnel as reasonably necessary. To the extent that the WORK is to be performed on CUSTOMER's premises, CUSTOMER agrees to provide DIAMONDIT with the equipment and office facilities necessary for performance of the WORK.

2.2. **Designated Technical Liaisons:** CUSTOMER shall designate one or more technical liaisons. The technical liaison(s) shall be the only person(s) authorized to communicate with DIAMONDIT on technical issues regarding the WORK unless CUSTOMER has contracted for the ManageCentric Complete service. Technical Liaisons shall also be responsible for communicating with CUSTOMER's Users about any notice of upgrades, downtime and other outages, explaining the various features of the WORK, and communicating this Contract's requirements.

2.3. **Customer Materials:** CUSTOMER will ensure any material, data, software or products you provide in connection with the WORK ("Customer Materials") shall be in a condition and form, as determined solely by DIAMONDIT, which requires no additional manipulation or verification on the part of DIAMONDIT, except as noted in scope of work. Any accidental damage to CUSTOMER's data or server infrastructure is the sole responsibility of the CUSTOMER. DIAMONDIT's assistance in repairing any loss or damage will be handled at

▶ Terms and Conditions

standard time and materials.

ARTICLE 3: CONTRACT PERFORMANCE.

- 3.1. DIAMONDIT shall endeavor to commence the Work on the Commencement date as set forth in paragraph 6 of the Summary and complete the WORK by the Completion Date as set forth in paragraph 7 of the Summary ("Contract Term").
- 3.2. The parties acknowledge that the Contract Term is an estimate. DIAMONDIT agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary permits within a reasonable length of time, acts of neglect or omission of CUSTOMER or the CUSTOMER'S employees or agent, acts of God, extra work ordered by CUSTOMER, failure of CUSTOMER to make payments when due, or other causes beyond DIAMONDIT's reasonable control.
- 3.3. Delays in performance of CUSTOMER's obligations under this Contract will extend the time for performance of any of DIAMONDIT's obligations that depend on CUSTOMER's performance.

ARTICLE 4: PAYMENT TERMS.

- 4.1. Payment: CUSTOMER shall pay all invoices upon receipt in immediately available United States dollars. All amounts payable under this Contract shall be made without setoff, counterclaim, deduction or withholding.
- 4.2. Returned/Dishonored Checks: CUSTOMER acknowledges that any check tendered by CUSTOMER to DIAMONDIT in payment, which is returned or dishonored for any reason whatsoever, will cause DIAMONDIT to incur costs not contemplated by this Contract, the exact amount of such cost being extremely difficult and impractical to fix. Therefore, if any payment by CUSTOMER is returned and/or dishonored for any reason whatsoever, CUSTOMER shall pay to DIAMONDIT, forthwith, an additional sum of \$50.00 as liquidated damages. The parties hereto agree that this charge represents a fair and reasonable estimate of the costs that DIAMONDIT will incur if any of CUSTOMER's payments are returned or dishonored.
 - 4.2.1. If two checks are tendered by CUSTOMER to DIAMONDIT in payment, and are returned or dishonored for any reason whatsoever, in a six (6) month period of time, DIAMONDIT may require that all future payments be bank check or money order or credit card at our election.
- 4.3. Finance Charge(s): Interest on any unpaid amounts due as set forth above, shall bear interest at the rate of 1.5% per month or the maximum amount allowed by law, whichever amount is less, on the outstanding and unpaid balance until paid in full.
- 4.4. Suspension/Termination for Non-Payment: CUSTOMER acknowledges and agrees that in the event CUSTOMER fails to pay any invoice within ten days of the invoice date, we may suspend some or all of the Services in our sole discretion. If you fail to pay any invoice within fourteen days of the invoice date, we may immediately terminate this Agreement and suspend or terminate all services and access without further notice. We reserve the right to charge a fee on any late payments, equal to the greater of the amount of (1) interest calculated at the lesser of 1.5% per month or the maximum rate permitted by law.

ARTICLE 5: INSURANCE: DIAMONDIT carries commercial general liability insurance and workers compensation insurance.

ARTICLE 6: DISCLAIMER; WAIVER OF WARRANTIES; LIMITATION OF LIABILITY.

6.1. DISCLAIMER: DIAMONDIT MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE WORK AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. THE WORK IS MADE AVAILABLE "AS IS" AND "AS AVAILABLE". DIAMONDIT DOES NOT REPRESENT OR WARRANT THAT (i) THE WORK WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (ii) THE WORK WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (iii) STORED DATA WILL BE ACCURATE, RELIABLE OR FREE FROM LOSS; OR (iv) THE WORK OR THE RELATED INFRASTRUCTURE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6.1.1. The products and services included in the WORK may include all or components of DIAMONDIT's SecureCentric offering which is a collection of tools to mitigate the growing cybersecurity risk all businesses face. While our layered approach to security will greatly reduce the risk of a breach or infection, DIAMONDIT cannot guarantee a breach will not occur. We strongly recommend CUSTOMER have an Incident Response Plan in addition to implementing commercially reasonable security measures.

6.2. WAIVER OF WARRANTIES: EXCEPT AS MAY BE EXPRESSLY CONTAINED IN THIS CONTRACT, DIAMONDIT MAKES NO REPRESENTATIONS OR

▶ Terms and Conditions

WARRANTIES WITH RESPECT TO THE WORK, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, COURSE OF DEALING OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. LIMITATION OF LIABILITY: DIAMONDIT WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF DIAMONDIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES DIAMONDIT'S LIABILITY UNDER THIS CONTRACT SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONTHLY CHARGES PAID BY CUSTOMER DURING THE MONTHS IN WHICH THE DAMAGES ARE ALLEGED TO HAVE OCCURRED (WHICH IN NO EVENT SHALL EXCEED THREE (3) MONTHS' CHARGES). THIS LIMITATION SHALL BE THE EXTENT OF DIAMONDIT'S LIABILITY REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT AGAINST DIAMONDIT, AND THE FOREGOING SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

ARTICLE 7: INDEMNIFICATION.

7.1. CUSTOMER will indemnify, defend, and hold us and our parent, subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors ("Indemnitees") harmless from any demands, claims, costs, expenses (including reasonable attorneys' fees), losses, damages, and liabilities that may arise from (i) CUSTOMER's breach of this Contract, (ii) CUSTOMER's negligence or willful misconduct, (iii) the WORK, (iv) CUSTOMER's equipment, products or services, or (v) Indemnitees' involvement in any legal process relating to CUSTOMER and/or the WORK (e.g., response to any subpoena) ("Claims").

7.2. Should it become necessary for Indemnitees, to incur any costs or expenses, whether direct or indirect, including, but not limited to, attorney's fees, investigators' fees, collection fees, or court costs, in connection with any claim or demand for which indemnification is provided by this Contract, or in connection with any attempt to recover losses incurred on those claims or demands, or in connection with the enforcement of this Contract or any portion of this Contract, CUSTOMER agrees to pay indemnitee the reasonable costs or expenses for which expenditure is made or liability incurred by indemnitee.

7.3. The Indemnitees shall promptly notify CUSTOMER of any Claim for which indemnification is sought and provide CUSTOMER with reasonable assistance on a time (based on our then-published rates) and materials basis. CUSTOMER will not settle any Claim in any manner that may adversely affect any Indemnitee's right or interests without the Indemnitee's prior written consent.

ARTICLE 8: WORK CHANGES.

8.1. Change Order/Extra Work Notice: DIAMONDIT shall not be required to provide CUSTOMER with any additional or extra WORK without CUSTOMER providing written authorization to DIAMONDIT, prior to the commencement of said additional or extra WORK. This includes Adds/Moves and Changes requested by CUSTOMER. Any change in the WORK is to be confirmed by execution of a DIAMONDIT change order (the "Change Order"), which Change order will:

- 8.1.1. Define scope of work encompassed by the Change Order;
- 8.1.2. The amount to be added to the Contract Sum; and
- 8.1.3. The effect the Change Order will make on the Completion Date.

ARTICLE 9: COMPLIANCE WITH LAW AND REPRESENTATIONS AND WARRANTIES.

9.1. COMPLIANCE WITH LAW: It shall be CUSTOMER's responsibility to comply with and conform to all local, state and federal laws, ordinances and regulations pertaining to the WORK, at no extra charge to DIAMONDIT, even if such compliance is not covered in the Contract Documents.

9.2. REPRESENTATIONS AND WARRANTIES: CUSTOMER REPRESENTS AND WARRANTS THAT (I) YOU HOLD TITLE TO OR ARE OTHERWISE AUTHORIZED TO USE YOUR DOMAIN NAME; (II) YOU WILL NOT TRANSMIT THROUGH, OR PLACE ON, OUR SERVERS ANY MATERIAL, DATA, SOFTWARE OR PRODUCTS THAT CONTAIN MALICIOUS CODE (INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, COMPUTER VIRUSES AND MECHANISMS THAT MAY DISABLE OR HARM THE SERVICES); (III) YOU WILL COMPLY WITH ALL APPLICABLE LAWS; (IV) YOU WILL NOT TRANSMIT BULK E-MAIL OR SPAM, CONTENT THAT INFRINGES ANY THIRD PARTY RIGHTS (INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS), THREATENING OR OBSCENE

Terms and Conditions

MATERIALS, OR DEFAMATORY, LIBELOUS, OR OTHER ACTIONABLE CONTENT OR STATEMENTS; AND (V) YOU HAVE ALL NECESSARY RIGHT TO ANY PATENTED, COPYRIGHTED, TRADEMARKED OR PROPRIETARY MATERIAL WITH WHICH YOU USE THE SERVICES. CUSTOMER FURTHER REPRESENTS AND WARRANTS THAT YOU ARE NOT ON THE UNITED STATES DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSET CONTROLS LIST OF SPECIALLY DESIGNATED NATIONAL AND BLOCKED PERSONS AND ARE NOT OTHERWISE A PERSON TO WHOM DIAMONDIT IS LEGALLY PROHIBITED TO PROVIDE THE WORK. CUSTOMER MAY NOT USE THE WORK FOR "HIGH RISK USE", OR THE DEVELOPMENT, DESIGN, MANUFACTURE, PRODUCTION, STOCKPILING, OR USE OF NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS, WEAPONS OF MASS DESTRUCTION, OR MISSILES, IN A COUNTRY LISTED IN COUNTRY GROUPS D:4 AND D: 3, AS SET FORTH IN SUPPLEMENT NO. 1 TO THE PART 740 OF THE UNITED STATES EXPORT ADMINISTRATION REGULATIONS, NOR MAY CUSTOMER PROVIDE ADMINISTRATIVE ACCESS TO THE WORK TO ANY PERSON (INCLUDING ANY NATURAL PERSON OR GOVERNMENT OR PRIVATE ENTITY) THAT IS LOCATED IN OR IS A NATIONAL OF CUBA, IRAN, LIBYA, SUDAN, NORTH KOREA OR SYRIA OR ANY COUNTRY THAT IS EMBARGOED OR HIGHLY RESTRICTED UNDER UNITED STATES EXPORT REGULATIONS.

ARTICLE 10: NOTICES: All notices given under the Contract Documents shall be in writing and shall be deemed properly served if delivered in person to the individual or company to whom it is addressed as provided in paragraph 2 of the Summary for DIAMONDIT and/or paragraph 3 of the Summary for CUSTOMER or, three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, to the address indicated in paragraphs 2 and 3 of the Summary, or to such other address or addressee as any party entitled to receive notice hereunder shall designate in the manner provided herein for the service of notice.

ARTICLE 11: CONFIDENTIALITY.

11.1. Confidentiality: Each party acknowledges that it may receive confidential information and trade secrets ("Confidential Information") from the other party while carrying out the actions contemplated by this Contract. Confidential Information includes all information one party receives from the other party, except anything designated as not confidential. During the period this Contract is in effect, and at all times afterwards, each party, and its employees, contractors, consultants, and agents, will (i) safeguard the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information; (ii) maintain the confidentiality of this information; (iii) not use such information except as permitted under this Contract; and (iv) not disseminate, disclose, sell, publish, or otherwise make available this information to any third party without the prior written consent of the disclosing party.

11.1.1. DIAMONDIT's confidential information is subject to export controls under U.S. Export Administration Regulations. CUSTOMER represents and warrants that it will: (i) remain in compliance with all legal requirements associated with those controls; (ii) cooperate fully with any audit related to these controls; and (iii) not utilize DIAMONDIT's confidential information in any country that is embargoed by the U.S. government. CUSTOMER is solely responsible for the importation of our confidential information, including obtaining any approval or permit necessary for importation.

11.2. Limitations on Confidentiality: Section 11.1, above, does not apply to any information that: (i) is already lawfully in the receiving party's possession (unless received pursuant to a nondisclosure agreement); (ii) is or becomes generally available to the public through no fault of the receiving party; (iii) is disclosed to the receiving party by a third party who may transfer or disclose such information without restriction; (iv) is required to be disclosed by the receiving party as a matter of law (provided that the receiving party will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order); (v) is disclosed by the receiving party with the disclosing party's approval; and (vi) is independently developed by the receiving party without any use of confidential information. In all cases, the receiving party will use all reasonable efforts to give the disclosing party ten (10) days' prior written notice of any disclosure of information under this Contract.

11.3. Covenant to Maintain Confidentiality: CUSTOMER hereby covenants and agrees as follows:

11.3.1. Nondisclosure: CUSTOMER will not disclose Confidential Information to any person or entity without first obtaining DIAMONDIT's written consent. CUSTOMER shall also take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information.

11.3.2. No Use, Copying, or Transfer: CUSTOMER will not use, copy, or transfer Confidential Information other than as necessary to carry out the WORK, without first obtaining DIAMONDIT's written consent. CUSTOMER will also take all reasonable precautions to prevent inadvertent use, copying, or transfer of Confidential Information. Use, transfer, or copying of Confidential Information includes, but is not limited to, selling or licensing any products or services that contain or are derived from Confidential Information.

11.3.3. No Use of Name or Mark: CUSTOMER agrees not to use DIAMONDIT's name, trademark, service mark, or any other name

▶ Terms and Conditions

under which DIAMONDIT is known or does business, for any purpose or activity unrelated to the WORK or to the business purposes of DIAMONDIT without DIAMONDIT's prior written consent. Consent may be withheld in DIAMONDIT's absolute discretion.

11.3.4. Non-Circumvention: CUSTOMER agrees that it will not attempt to independently develop or design products or a system similar to that disclosed in the Confidential Information nor to engage in the business which is the subject of the Confidential Information, directly or indirectly. CUSTOMER acknowledges that except for this Agreement, DIAMONDIT would not have disclosed the Confidential Information to CUSTOMER. CUSTOMER agrees to return to DIAMONDIT all materials, information and other data related to the Confidential Information when the WORK is completed or the Contract is terminated.

11.3.5. Non-Solicitation: CUSTOMER acknowledges that DIAMONDIT has invested significant time, effort and money to recruit and develop the skilled technicians and consultants assigned to the WORK for CUSTOMER and that this is a costly and time-consuming endeavor. If, at any time during or within two (2) years following the Completion Date, CUSTOMER directly or indirectly employs any employee of DIAMONDIT, CUSTOMER shall pay DIAMONDIT the sum of fifty thousand dollars (\$50,000) per employee, which sum reflects the reasonable value of DIAMONDIT's investment in said employee(s).

11.4. Non-Exclusivity: CUSTOMER acknowledges that DIAMONDIT may be performing similar work for businesses other than CUSTOMER. This Contract does not prohibit DIAMONDIT from performing that work.

11.5. Nondisclosure Agreements: Each party agrees to execute a reasonable nondisclosure agreement if requested to do so by the other party.

11.6. Exception & Immunity: Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), CUSTOMER is on notice and acknowledges that, notwithstanding the foregoing or any other provision of the Contract Documents:

11.6.1. Immunity: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.6.2. Use of trade secret information in Anti-Retaliation lawsuit: An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual-(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

ARTICLE 12: ARBITRATION AND STATUTE OF LIMITATIONS.

12.1. AGREEMENT TO ARBITRATE: the parties agree to submit any such Dispute in excess of \$7,500.00, to arbitration in Bakersfield, California with ADR Services in accord with the ADR Provider's Commercial Dispute Resolution Procedures. ADR Services may be sourced from Los Angeles County if not available in Kern County. The arbitration shall be decided by a single arbitrator whose decision will be final and binding and may be enforced in any court of competent jurisdiction. The arbitration will be kept confidential except as required by law.

12.1.1. Binding Nature of Arbitration: Except for the confirmation and review of the award by the arbitrator, neither party shall, before or during such arbitration, commence or prosecute any suit or action against the other touching any of the matters in controversy. The award to be made by the arbitrator shall be valid and binding upon each of the parties.

12.1.2. Powers of Arbitrator: The arbitrator shall have full power to make such orders, rules and regulations as he or she shall deem just and expedient in respect to any procedure or matter involved in this arbitration and that all findings of fact rendered by the arbitrator are to be supported by substantial evidence and consistent with existing California law.

12.1.2.1. The parties shall have the right to conduct any pre-hearing procedures and proceedings allowed by California law and the arbitrator shall have the authority and power to adjudicate said procedure and proceedings consistent with California law.

12.1.3. Discovery: The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall have access to and be permitted to inspect and make copies thereof consistent with the provisions of California Code of Civil Procedure, § 1283.05.

12.1.3.1. Each party shall have the right to take up to two (2) depositions. The arbitrator will have the sole discretion to order any additional depositions and/or discovery pursuant to the provisions of California Code of Civil Procedure, § 1283.05, upon written application by a party for such additional discovery.

▶ Terms and Conditions

12.1.4. Rules of Evidence: The arbitrator shall follow the rules of evidence of the State of California relating to the trial of civil actions. The parties are free to waive or modify any evidentiary rule or procedure with the consent of the arbitrator.

12.2. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED. EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY US OF ANY OF OUR INTELLECTUAL PROPERTY RIGHTS, WHICH MAY BE DECIDED IN A COURT OF COMPETENT JURISDICTION.

ARTICLE 13: WAIVER: A waiver by DIAMONDIT or CUSTOMER of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

ARTICLE 14: INDEPENDENT CONTRACTORS: The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no DIAMONDIT employee or vendor is or will be considered an employee of CUSTOMER.

ARTICLE 15: SUCCESSORS AND ASSIGNS: This Contract shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

ARTICLE 16: TIME: Time is of the essence of this Agreement.

ARTICLE 17: ASSIGNMENT: This Contract may not be assigned in whole or in part by CUSTOMER without prior written consent thereto by DIAMONDIT.

ARTICLE 18: SEVERABILITY: If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby, and the remainder of this Contract shall remain in full force and effect.

ARTICLE 19: HEADINGS: Captions of the several Articles contained in this Contract are for convenience only and do not constitute a part of this Contract and do not limit, affect or construe the contents of such Articles.

ARTICLE 20: JURISDICTION AND VENUE: This Contract is executed and delivered within the State of California, County of Kern. This Agreement and the rights and liabilities of the parties shall in all respects be interpreted, construed, enforced and governed by and under and in accordance with the laws of the State of California.

ARTICLE 21: ELECTRONIC SIGNATURES: DIAMONDIT and CUSTOMER agree that the Contract Documents may be executed and circulated electronically by execution and transmittal in PDF format with the signatures signed as hereinafter noted, and/or by electronic signature as noted at the bottom so that this Contract:


21.1. may not be denied legal effect or enforceability solely because it is in electronic form;

21.2. may not be denied legal effect or enforceability solely because an electronic record was used in its formation;

21.3. as an electronic record, satisfies the law; and

21.4. the electronic signatures below, if applicable, satisfy all legal requirements.

ARTICLE 22: ENTIRE AGREEMENT: This Contract (along with all other portions of the accompanying Quotes and Addendums) shall constitute the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Contract. This Contract shall take precedence over any other documents that it may be in conflict therewith. This Contract may be executed in counterparts and the counterparts signed by all the parties hereto shall together constitute a single original instrument. All headings, subheadings and titles are for reference and convenience of the parties only, as used herein, the masculine, feminine, and neuter gender, and the singular and plural number, shall be deemed to include the other whenever the context so indicates

 MCEC Addedndum

MANGECENTRIC ESSENTIALS/COMPLETE ADDENDUM

ARTICLE 1: CLOUD COMPONENTS AND USE OF THE SYSTEM IN GENERAL.

1.1. Services. We will use commercially reasonable efforts to provide you the ManageCentric Complete services including Remote Management and Monitoring (“RMM”) Services, BackupCentric, SecureCentric, Maintenance and the Technical Support Services described in this Contract and attached Quote (collectively, the “Services”). The Services may include access to the RMM website, Anti-Spam website and our client portal (collectively, “Website”), the Software and the Documentation

1.1.1. SecureCentric consists of a suite of tools, services and best practices to apply a layered approach to securing the network and data. While SecureCentric greatly reduces the risk of breach, it is not a guarantee the system will not be breached.

1.1.2. Server and Network maintenance will be completed on a cycle appropriate for the class of device. Maintenance may include patching operating systems, reviewing logs and best practice alignment. Maintenance does not include Operating System upgrades, applications upgrades or equipment upgrades.

1.1.3. BackupCentric utilizes an onsite device for on-premise servers and offsite services to provide a comprehensive backup and disaster recovery system. Unless specified otherwise in the attached Quote, local backups take place daily and have at least the following retention: Seven (7) days of end of day images, thirty (30) days of weekly images and forty-five (45) days for monthly images. Offsite backups sync nightly and are retained for 30 days.

1.1.4. The Service are described in more detail in the attached Specifications Addendum.

1.2. Use of the System. During the term of the Contract, CUSTOMER may access and use the Services pursuant to: (i) the terms of the Contract, including such features and functions as the attached Quote requires; and (ii) DIAMONDIT's policies posted on its Website at diamondIT.pro/company-policies, as such policies may be updated from time to time.

1.2.1. Hardware Requirements, Technical Details and Additional Terms and Conditions;

1.2.2. Privacy Policy;

1.2.3. Code of Conduct;

1.2.4. Digital Media Policy;

1.2.5. Microsoft SPLA Acceptable Use Policy;

1.2.6. Vendor specific End User Agreements

1.3. Documentation: CUSTOMER may reproduce and use the Documentation solely as necessary to support Users' use of the System.

1.4. System Revisions. DIAMONDIT may revise the features and functions of the Service at any time, provided no such revision materially reduces features or functionality provided pursuant to the Contract.

1.5. DIAMONDIT will use commercially reasonable efforts to provide Work as described in paragraph 4 of the Summary

1.6. The CUSTOMER shall furnish and pay for all labor, material, hardware, equipment, software, services, taxes, supervision, coordination, and other facilities required to complete the Work described in paragraph 4 of the Summary.

1.7. DIAMONDIT does not guarantee any particular result nor is DIAMONDIT liable in any way for performance changes or failures.

ARTICLE 2: CUSTOMER OBLIGATIONS.

2.1. Customer Equipment. CUSTOMER is solely responsible for selecting, purchasing, installing, configuring, and/or maintaining (including internet connectivity) its equipment and Authorized User equipment, software and services, including computers, mobile devices, other hardware, software (including Internet firewall), phone and connectivity services, and any other goods or services with which you access and/or use in connection with the WORK unless specifically included in the WORK or another agreement. CUSTOMER is solely responsible for providing DIAMONDIT with notice of upgrades, downtime and other outages.

2.1.1. System Requirements. Minimum system requirements stated in Hardware Requirements, Technical Details and Additional Terms and Conditions can be found at diamondIT.pro/company-policies. CUSTOMER's technical liaison(s) can also use the Website and/or DIAMONDIT's client support or sales personnel to obtain information about compatible equipment, software and services. CUSTOMER shall regularly check DIAMONDIT's Website for updates to any terms incorporated by reference and complying with such updates on the stated effective date. DIAMONDIT makes no representation and provides no warranty, assurance or other promise that said

MCEC Addedndum

equipment will be compatible with the WORK.

2.2. Programs, Data, and Documentation. CUSTOMER shall maintain all licenses and adhere to the license terms of any CUSTOMER software used in connection with the WORK. In conjunction with the WORK, CUSTOMER may be allowed to use certain software (including related documentation, developed and owned by Microsoft Corporation or its licensors, and others (collectively, the "Software"). If CUSTOMER chooses to use the Software, CUSTOMER agrees to any associated additional terms and conditions. CUSTOMER acknowledges and understands that the Software is neither sold nor distributed to you and its use is only in conjunction with the WORK. CUSTOMER shall not transfer or use the Software outside the WORK. CUSTOMER shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Software.

2.2.1. CUSTOMER agrees to make available to DIAMONDIT, upon reasonable notice, computer programs, data, and documentation required by DIAMONDIT to complete the WORK. CUSTOMER shall allow DIAMONDIT to collect, maintain, process and use diagnostic, technical, usage, and related information about the equipment, network and services, and shall allow remote access and management software to remain on the equipment, network and services as required to perform the WORK. CUSTOMER grants DIAMONDIT a nonexclusive, worldwide, royalty-free, fully-paid, transferable license to host, cache, record, copy and display CUSTOMER's data solely for the purpose of performing the WORK.

2.2.2. Ensure we have appropriate access to systems to install RMM agents including opening firewall ports, adjusting antivirus settings and keeping workstations powered as needed.

2.2.3. Notify us of changes to IT systems including adding or retiring workstations to ensure services are added or removed as needed.

2.2.4. When CUSTOMER Administrative Users are included in the Services, those users will be responsible for reviewing alerts and monitors and determining any corrective actions needed unless otherwise specified.

2.3. Authorized Users. CUSTOMER shall communicate with all its authorized users to insure they have appropriate training in regard to the WORK. CUSTOMER shall be solely responsible for all acts and omissions of all Authorized Users, including ensuring their compliance with all requirements under the Contract.

2.4. Security. CUSTOMER shall take commercially reasonable security precautions in using the WORK. This includes limiting use to business purposes, and complying with all laws, ordinances, regulations, requirements and rules relating to the use of the WORK and cooperating with DIAMONDIT's reasonable investigation of outages, security problems, and any suspected breach of the Contract.

2.5. Acceptable Use. CUSTOMER shall not: (i) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (ii) provide System passwords or other log-in information to any third party, except CUSTOMER's Authorized Users as specifically authorized by this Contract; (iii) share non-public System features or content with any third party; or (iv) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System.

2.5.1. In the event that DIAMONDIT suspects any breach of the requirements of this Section 2.5, DIAMONDIT may suspend CUSTOMER's access to the System without advanced notice, in addition to such other remedies as DIAMONDIT may have. This Contract does not require that DIAMONDIT take any action against CUSTOMER or any User or other third party for violating this Section 2.5, or this Contract, but DIAMONDIT is free to take any such action it sees fit.

2.6. Unauthorized Access. CUSTOMER shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. CUSTOMER shall notify DIAMONDIT immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

ARTICLE 3: CONTRACT SUM. CUSTOMER SHALL PAYDIAMONDIT THE CONTRACT SUM AS SET FORTH IN PARAGRAPH 8 OF THE SUMMARY.

3.1. Invoicing. Each month, DIAMONDIT will invoice in advance for the Contract Sum that is within CUSTOMER's standard plan. DIAMONDIT will also invoice in arrears for all additional WORK, services, and/or other fees and charges at our standard rates at that time as incurred by CUSTOMER. Billing for partial months will be prorated based on a thirty (30) day calendar month.

3.1.1. When a standard plan is based on the CUSTOMER's average use of the Work, DIAMONDIT will estimate the average use for the next billing period based on information available and true up with actual count use information on the next monthly invoice. Use Reports are run on the 25th of each month so submission of adds/deletes should be done by the 25th of the month. Decrease in average use may not reduce the original contracted amount by more than twenty (20) percent or below the up to amount if specified.

3.2. Fee Increases.

3.2.1. For Monthly Plans, DIAMONDIT may increase the Contract Sum at any time by providing at least thirty (30) days' written or

▶ MCEC Addedendum

electronic notice of said increase to CUSTOMER. If CUSTOMER does not agree with said increase, CUSTOMER may terminate this Contract by immediately providing written or electronic notice that CUSTOMER elects to terminate the Contract and the Contract shall terminate effective thirty (30) days from DIAMONDIT's original notice.

3.2.2. For Annual and Multi-Year Plans, DIAMONDIT may increase the Contract Sum up to 3% each year.

3.2.2.1. Notwithstanding the foregoing provisions of section 3.2.2 above, DIAMONDIT reserves the right to provide ninety (90) days' prior written notice of an increase in the Contract Sum at any time prior to a renewal period in the event of unforeseen conditions that cause a significant increase of costs to provide the Work. Unforeseen conditions may include new regulatory requirements, unexpected increases for software and service used to provide the Work, and enhancements deemed necessary that cannot be managed on a per user or per client basis. If CUSTOMER does not agree with the notice of the proposed fee increase, CUSTOMER must inform DIAMONDIT in writing within thirty (30) days of the date of the notice of increase; following which DIAMONDIT may elect to terminate this agreement after expiration of the ninety (90) day notice of the fee increase.

ARTICLE 4: TERMINATION.

4.1. Contract Term. The Contract Term may be a monthly plan, an annual plan, a multi-year plan or a combination of said plans.

4.1.1. The Commencement Date shall be the date resources are first provisioned.

4.1.2. Monthly Plan. If CUSTOMER subscribed to a monthly plan, the Contract Term is the period from the Commencement Date through the remainder of the next full calendar month. The Contract Term shall automatically renew for an additional calendar month until termination. CUSTOMER must provide thirty (30) days prior written notice of non-renewal.

4.1.3. Annual and Multi-Year Plans. If CUSTOMER subscribed to an annual or multi-year plan, the Contract Term begins on the Commencement Date and ends on the last day of the twelfth (or appropriate whole number multiple of 12 for multi-year plans) full calendar month thereafter (for example, an initial term that begins April 12 will continue until April 30 of the following year). The Contract Term shall automatically renew for additional sequential periods unless a party provides the other party with a non-renewal notice at least 90 but not more than 120 days ("notice period") before the expiration of the then current Contract Term.

4.1.3.1. If Contract includes CloudCentric Azure Cloud, then the Contract Term shall follow the CloudCentric Azure Addendum Contract Term definition.

4.1.4. Off Boarding. Upon receipt of non-renewal notice, DIAMONDIT will initiate off-boarding discussions with CUSTOMER. As off-boarding activities can have an impact on certain services, these activities must be done in coordination with our support team.

4.2. Termination for Cause.

4.2.1. DIAMONDIT may immediately terminate this Contract if (i) we discover that the information CUSTOMER provided is materially inaccurate or incomplete; (ii) the individual signing this Contract did not have legal right or authority to enter into this Contract; or (iii) upon the failure of the CUSTOMER to pay the Contract Sum or perform any provision of the Contract Documents (hereinafter "Default").

4.3. Fees, Costs and Contract Sum. For plans that are terminated before the Completion Date of the then current Contract Term, DIAMONDIT is not required to refund payments already paid. Fees for non-recurring services and set up fees shall not be refunded. Any fees previously waived may be reinstated and any discounts may be revoked. DIAMONDIT's obligation to provide any WORK will terminate upon the effective date of termination, but the unbilled Contract Sum from the date of termination through the end of the term will immediately be billed and due. Said amount will be subject to the charges set forth in Article 4.

4.3.1. Upon termination or expiration of this Contract, (i) any amounts owed to us will become immediately due and payable, and (ii) DIAMONDIT may immediately cut off access to the WORK. CUSTOMER is solely responsible to secure all necessary data regarding your account or arrange for post termination needs prior to termination. Unless otherwise required by applicable law, CUSTOMER may request to retrieve its data only if you have paid any charges for any post-termination use of the WORK, Off Boarding, and all other amounts due. DIAMONDIT can then either make said data available to CUSTOMER via secure File Transfer Protocol (Secure FTP) or send the data to CUSTOMER on a portable hard drive depending on the size of the data. In that event, additional fees and costs will apply. Any post-termination assistance required from DIAMONDIT is conditioned upon the execution of a mutually acceptable agreement.

ARTICLE 5: INFRINGEMENT. If DIAMONDIT reasonably believe that any component of the WORK may give rise to an infringement claim, DIAMONDIT may, at its sole cost and discretion and as CUSTOMER's sole and exclusive remedy, procure for CUSTOMER the right to continue use of the WORK, replace or modify the WORK so that the WORK is not infringing, or terminate this Contract upon thirty (30) calendar days'

 MCEC Addedndum

prior written notice.

 MCC Specifications

MANAGECENTRIC COMPLETE SPECIFICATIONS

DiamondIT provides an end to end solution that starts with understanding your business needs and assessing a mutual fit. Once we have an understanding of how you use technology and where you want to go strategically, we then design a solution made with industry leading technology and implement that solution using a standardized best practice approach. From there, we proactively monitor and maintain the systems and provide your users with the support they need. You also get the benefit of a VirtualCTO to review your network performance reports and assist with strategic IT planning.

1. SERVICES PROVIDED

DiamondIT prides itself on being able to offer the highest level of service available in the industry. Following is a list of services provided - all included in the monthly flat-rate fee:

a. Chief Technical Officer

1. Your DiamondIT CTO will seamlessly become a member of your staff when needed to advise, recommend, and direct the technology issues your company faces.
2. You, as the owner/manager of your enterprise, may e-mail our Chief Technical Officers to ask their advice regarding your "Technology System". Periodic on-site meetings with the CTO are included in the Service Agreement Plan.
3. At your request, our CTO's can physically meet with, or have a teleconference-meeting with your management or outside vendors to determine the best way to handle technical decisions (i.e. Corporate Usage Policy, Employee Training, Accounting Systems, CRM Applications, Bar-coding systems, Telephone Service Providers, Telephone Systems, etc.)

b. Needs Assessment and Inventory Services

1. The first order of business is to make a thorough inventory of all computer and computer-related equipment and all software owned by Customer, whether it is currently being used or not.
2. As part of the assessment and on-going services, DiamondIT may install assessment, security and management tools on covered devices.
3. After that, DiamondIT will get a good understanding of exactly what Customer does and who within Customer is responsible for each function. DiamondIT is adept at learning internal business processes and offering ideas to improve efficiency and reduce costs.
4. Finally, DiamondIT will assess what Customer has, intends to procure, and what they are trying to accomplish. From this assessment DiamondIT will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.

c. Research and Screening Services

1. DiamondIT is constantly researching new and better ways to do business. DiamondIT believes in knowledge sharing with Customers so they may make informed decisions to improve their success as well.
2. In addition to DiamondIT's continual research, Customer may request that DiamondIT research a particular facet of a technology solution such as a new device, or software application. On a project basis, DiamondIT can help Customer by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with Customer then DiamondIT can arrange such a meeting and attend as well. After the meeting DiamondIT is available to debrief with Customer and to give its opinion of the technology and service to be provided. From here Customer can make more informed decisions.

d. Design and Planning Services

1. If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, DiamondIT will plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off site resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.
2. If Customer already has an existing Technology System, DiamondIT will determine the best use of the Technology System

▶ MCC Specifications

and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources. Additional resources may be needed.

3. Planning also includes Server Room layout if available, directory service design, backup procedures, disaster recovery measures, security measures, anti-virus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.

4. DiamondIT will help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions etc.

e. Remote Help Desk Services

1. DiamondIT provides full time system engineers on staff who have visited the Customer's site(s) and know their Technology System well. These engineers are accessible through our service request protocol during normal business hours to answer questions from Customer's employee base.

2. In addition to traditional support, DiamondIT will setup the ability to connect to the employee's Windows based system and remotely help the employee with their current issue.

3. DiamondIT reserves the right to notify Customer's management team that a particular employee may need professional training in the event that they are using the computer inappropriately. Inappropriate use includes disabling or removing security or management tools installed by DiamondIT. In this event DiamondIT will have the right to remove the user from coverage under this Managed Services Agreement until the problem has been addressed. 10-day notice will be provided to Customer to resolve prior to user coverage being terminated.

f. On Site Support Services

1. DiamondIT will work towards making the Technology System as efficient as fiscally possible by the Customer. DiamondIT strives to achieve the highest percent of Uptime possible. Standard guaranteed response times will apply as noted in section 6. Customer receives a telephone number as well as a technical support email address to use to send requests for support to DiamondIT. DiamondIT will respond as fast as possible to support Customer. All support requests will first be attempted to be handled remotely or over the telephone. If DiamondIT feels it cannot meet the requirements of the SLA remotely it will at its own discretion dispatch an onsite support representative to address/resolve the problem. The need for onsite support is decided by a representative of DiamondIT and not by the Customer. The Customer liaison must follow all instructions provided to them to assist DiamondIT in resolving the problem remotely. This includes but is not limited to restart of devices, checking connections or other requests of the support technician.

g. Technology System Monitoring Services

1. DiamondIT will monitor the Technology System for such problems as virus infection, internal and external security breaches, low server system resources, improper employee usage, system failures etc. with recommended hardware and services.

2. If the Technology System fails, is breached or is infected, DiamondIT will dispatch support elements to try to repair, clean, or shutdown the problem. Extensive damage caused by a breach is outside the scope of this agreement. We strongly recommend all customer obtain cyber-risk insurance.

3. DiamondIT monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, DiamondIT will make recommendations to Customer. If Customer fails to follow recommendations DiamondIT reserves the right to remove the system or device from coverage under this contract and all subsequent support for that system or device will be billed hourly.

h. BackupCentric Managed Services

1. DiamondIT will monitor the BackupCentric system for such problems as failing backups, failing alerts, and offsite synchronization issues. BackupCentric requires recommended hardware and services

2. If a file or folder on a Supported Server is lost, missing, deleted or becomes corrupted DiamondIT will restore for Customer from BackupCentric system.

3. If the BackupCentric system fails, DiamondIT will provide remote support to repair problem. If onsite support is required or requested, it will be billed hourly.

4. DiamondIT monitors the usage of the BackupCentric system's capabilities. If the capabilities are getting close to being used at full capacity, DiamondIT will make recommendations to Customer.

5. If any work or changes are made to the Supported Servers, DiamondIT must be notified in advance so they can plan and

MCC Specifications

modify BackupCentric System configuration or monitoring alerts accordingly.

6. If BackupCentric system failures can be attributed to work or changes by Customer then all time to restore BackupCentric functionality will be billed hourly to the Customer. If Customer cannot or will not assist DiamondIT's support staff in troubleshooting remotely then Customer will be billed for hourly onsite support.

i. BackupCentric Offsite Backup Synchronization and Storage

1. DiamondIT will provide best effort to assist in replicating a copy of Supported Servers volume image data to its offsite data center. This data is limited in capacity as to how much can be synced and stored offsite based on budget, technology and bandwidth limitations. DiamondIT will do its best to advise Customer in advance of when storage, bandwidth or billing limitations may prevent or disrupt offsite storage

j. SecureCentric Services

1. SecureCentric is a collections of security tools and services to reduce the risk of a cybersecurity incident. The tools include anti-virus, anti-spam, email encryption, breach detection, dark web scans, phishing simulations and training. We may also implement advanced firewall features such as DNS filtering and VPN connections as available and needed.

k. Maintenance

1. Maintenance includes proactive steps to verify OS patches are installed, review system logs, review system resource usage and review best practice alignment. Should DiamondIT find system issues during routine maintenance, then a support ticket will be opened to resolve said issue. Such remediation services shall be provided in the most expeditious manner possible.

2. OTHER SERVICES FOR ADDITIONAL FEE

a. Installation \ Upgrade \ Move Services

1. If there is an installation of new computer equipment, software, network upgrade, move or other modification to the Technology System this can be provided by DiamondIT for an additional fee. In most cases, DiamondIT will try to schedule this work during normal business hours however, afterhours and weekends are also available at an additional charge to Customer. This service is outside the scope of this Contract and will be quoted separately on an hourly or per project basis.

2. In some cases, Customer may need to have a third party install or upgrade a piece of the Technology System. However, DiamondIT reserves the right to audit the install to make sure it complies with industry best practices. Under such circumstances additional security measures such as password changes and firewall modifications may be necessary and will be billed outside the scope of the services covered under this Contract.

b. Other technology services not contracted for under this contract will be charged for on an hourly or per project basis. These are optional services which are not related to support or maintenance of the current infrastructure, but are rather changes or additions that modify the current environment; Examples of such services include but are not limited to the following:

1. Custom software design or programming

2. Custom modifications to existing software

3. Network cabling

4. Support of software or hardware not listed in approved quote

5. Website design

6. Custom network configuration changes requested by Customer

7. Data recovery or data migration services

8. Additional work required due to negligence on the part of Customer or 3rd party service provider. This includes damage to any covered computers, network equipment or software, failure to pay for or maintain mandatory services or providing false or misleading information.

9. Additional work required due to Customer failing to meet all of the requirements of this Contract.

10. Other optional labor requested by Customer that is not required to maintain basic network and computer functionality

▶ MCC Specifications

(Prices subject to change without notice.)

(Prices also assume reasonable advance notice and a pre-scheduled appointment based on availability. Last minute or Emergency unscheduled requests may require additional fees.)

Optional Services Include:

Wire Drop Installation - Install Network Wiring and Telephone Wiring into a building. General pricing is approximately \$195 per cable drop but may vary based on specific office configuration. Cable drops are from one location to another in the same building which are terminated by termination devices and faceplates.

New computer setup - will be quoted flat fee project or hourly

New user setup - included

Basic PC software installation – included

Complex PC software implementation or configuration - will be quoted flat fee project or hourly

New server software setup - will be quoted flat fee project or hourly

New server setup - will be quoted flat fee project or hourly

Network upgrades - will be quoted flat fee project or hourly

Software upgrades - will be quoted flat fee project or hourly

New printer installs - will be quoted flat fee project or hourly

OPTIONAL SERVICE RATES:

As a DiamondIT Managed Services Agreement partner, you will enjoy a 10% discount off of DiamondIT's published rates for desktop, server, network, or VOIP work during standard business hours (If not already included in the flat monthly fee as per your contract). These discounted rates are only in effect as long as the Customer's account is current and not in default of any of the terms of this agreement.

EXHIBIT B

Billable Service Descriptions for BackupCentric

Reseeding – DiamondIT will deliver a fully encrypted hard drive to the Customer's location. Once the data transfer is complete, the hard drive will be either picked up or shipped back to DiamondIT using a prepaid label.

Server Test Restore – boot 1 virtual server hardware independent restore test image on a loaner server. Confirm OS boot and data is available. This does not include testing for software functionality or services.

Disaster Recovery Simulation - During this test, the organization simulates a disaster so normal operations will not be interrupted. DiamondIT will restore a copy of your server to a standby server and make it available to Customer. Disaster scenario should take into consideration the purpose of the test, objectives, type of test, timing, scheduling, duration, test participants, assignments, constraints, assumptions, and test steps. Testing can include the notification procedures, temporary operating procedures, and backup and recovery operations. It may not be practical or economically feasible to perform certain tasks during a simulated test (e.g., extensive travel, moving equipment, eliminating voice or data communication).

Loaner Standby Server - A Standby Server is a second server that can be brought online if the primary production server fails. DiamondIT will provide best effort to maintain a standby server for the Customer's use if necessary. If the Customer's server becomes unavailable due to hardware failure, Customer has the option to use the Loaner Standby Server or wait until replacement parts are obtained. Up to 7 days of Loaner Standby Server use is complimentary after which cost is \$200 per day

Data Archiving - Data archiving is the process of moving data that is no longer actively used to a separate data storage device for long-term retention. Data archives consist of older data that is still important and necessary for future reference, as well as data that must be retained for regulatory compliance. Archived data will be removed from local storage device and provided to Customer. This may also extend usable lifespan of local storage device.

Reseed (per incident) \$250 up to 1TB, \$500 up to 5TB, \$750 5TB+

Server Test 1 server complimentary after every 3 months of paid service. Max 1 server per quarter.

Disaster Recovery Simulation (per server) Billed Hourly

BDR System Support due to Customer Adds, moves, changes Billed Hourly

MCC Specifications

Full Server Emergency Restore Billed Hourly
All Restores other than basic files/folders Billed Hourly
E-Mail Discovery Billed Hourly
Offsite storage overage 0.50/GB

All hardware covered under this managed services plan must be covered under a full manufacturer's onsite warranty or maintenance plan for the entire duration of the services contract. Devices are to be connected to adequate power and uninterruptable power supplies where deemed needed. All software must be the most current version or within one release of the most current available by the manufacturer. All software other than Microsoft Operating Systems must be covered by a separate maintenance or support agreement that must be made accessible to our support techs for assistance if necessary.

Note: BackupCentric software is not able to bypass the windows activation. This happens when you perform an HIR restore to another machine and windows detects the hardware change and may require activation. There is no way to bypass this; DiamondIT cannot and will not do anything that will affect Microsoft Windows activations. Some OEM copies of windows are intentionally locked to specific machines or even hard drives and require special permission from Microsoft for activation. Some OEM licenses cannot be activated on anything except the original machine.



COUNCIL AGENDA ITEM

March 11, 2025

TO: Honorable Mayor and City Council

FROM: Christopher Lopez, City Manager

SUBJECT: Discussion and Direction Regarding Establishing Priorities for the City of California City

BACKGROUND/ DISCUSSION:

The purpose of this item is to seek feedback from the Mayor and City Council on whether it would like to coordinate policy priorities for the community of California City. Strategic planning helps set the foundation and direction for the community and helps ensure that budgets align with the priorities identified by the Mayor and Council.

If Council wishes to provide direction to the City Manager, staff would bring back a proposed outline for the Mayor and City Council to review, which may include the following:

- Initial overarching conversations with the Council to identify council priorities.
- Refinement of policy priorities.
- Feedback and input from the community.
- Development of Strategic Plan.
- Adoption of Plan

RECOMMENDATION:

Staff recommends the City Council discuss and provide direction on whether it would like to begin strategic planning discussions to be used for planning of the FY 25/26 Budget.