



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

January 8, 2025

**BOARD OF DIRECTORS**

**W. SCOTT KELLERMAN**  
Division 1

**DON WILSON**  
Division 2

**CYNTHIA SANCHEZ**  
Division 3

**KATHY MAC LAREN-GOMEZ**  
Division 4

**VINCENT DINO**  
Division 5

**AGENDA FOR REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE PALMDALE WATER DISTRICT  
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE**

**MONDAY, JANUARY 13, 2025**

**6:00 p.m.**

**NOTICE: Pursuant to Government Code Section 54953, Subdivision (b), this Regular Board Meeting will include teleconference participation by Director Kellerman from: 633 North 5<sup>th</sup> Street, Milwaukee, WI in the Monarch Lounge of the Hilton Downtown Milwaukee.**

NOTES: To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <https://www.palmdalewater.org/governance/board-activity/2025-meeting-agendas-minutes/> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public Comments for Non-Agenda Items.



- 5) Presentations:
  - 5.1) None at This Time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 6.1) Approval of Minutes of Regular Board Meeting held December 9, 2024.
  - 6.2) Approval of Minutes of Special Board Meeting held December 16, 2024.
  - 6.3) Ratification of Payment of Bills for December 23, 2024.
  - 6.4) Payment of Bills for January 13, 2025.
  - 6.5) Ratification of Purchase of Ion Chromatograph for the Leslie O. Carter Water Treatment Plant Laboratory. (\$36,890.04 – Non-Budgeted – Water Quality and Regulatory Affairs Supervisor Thompson)
  - 6.6) Approval of Amendment No. 10 to General Manager Employer Agreement between Palmdale Water District and Dennis D. LaMoreaux dated July 30, 2015. (Budgeted – Budget Item No. 1-02-4000-000, Salaries – General Counsel Lee)
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 7.1) Consideration and Possible Action on Reorganization of the Board of Directors. (General Counsel Lee)
  - 7.2) Consideration and Possible Action on Lobbying Firm Retention Contract with Reeb Government Relations, LLC. (\$192,000.00 – Budgeted – General Manager LaMoreaux)
  - 7.3) Consideration and Possible Action on Upgrade and Implementation of the District's Financial Software System. (\$118,000.00 – Not-to-Exceed – Non-Budgeted – Finance Manager Hoffmeyer)
  - 7.4) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2025 Budget:
    - a) See Attached List of Conferences, Seminars, and Training Sessions.
- 8) Information Items:
  - 8.1) Reports of Directors:
    - a) Standing Committees; Organization Appointments; Agency Liaisons:
      - 1) Antelope Valley State Water Contractors Association (AVSWCA) Meeting – December 12. (President Mac Laren-Gomez/Director Wilson/Director Kellerman, Alt.)
      - 2) Special Districts Association of North Los Angeles County (SDANLAC) Board Meeting – December 18. (Director Dino, CSDA Chapter President)
      - 3) Palmdale Fin & Feather Club Meeting – December 21. (Director Wilson/Director Kellerman, Alt.)

- 4) Antelope Valley East Kern Water Agency (AVEK) Meeting – December 23. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)
  - b) General Meetings Reports of Directors.
    - 8.2) Report of General Manager.
    - 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



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SCOTT L. ROGERS,  
Assistant General Manager

SLR/dh



# BOARD MEMORANDUM

**DATE:** January 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mrs. Amanda Thompson, Water Quality and Regulatory Affairs Supervisor  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***RATIFICATION OF PURCHASE OF ION CHROMATOGRAPH FOR THE LESLIE O. CARTER WATER TREATMENT PLANT LABORATORY. (\$36,890.04 – NON-BUDGETED – WATER QUALITY AND REGULATORY AFFAIRS SUPERVISOR THOMPSON)***

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## Recommendation:

Staff recommends the Board approve ratification of the purchase of the replacement Ion Chromatograph (IC system) for the Leslie O. Carter Water Treatment Plant.

- Purchase Date: 12/19/2024
- Ratification of Purchase Costs:
  - o Capital costs (paid with collected funds from the Water Quality fee): \$36,890.04
- Previously Budgeted Costs:
  - o Warranties and Preventative Maintenance costs paid by Account # 1-05-4155-545 Contracted Services – Lab Equipment: \$9,852.00

Evaluation for replacement equipment:

- Thermo Scientific is a proven trusted and reliable manufacturer of IC systems.
- Based on previous experience with Thermo Scientific, lab staff are confident the following needs will be met by purchasing from Thermo Scientific:
  - o Instrument quality
  - o Availability of consumables
  - o Services and technical support
- Consistency of test method and application for analyses allow for comparable results across instrumentation.
- Lab staff are experienced with Thermo Scientific software and instrument operation, therefore, there will be less time required to implement a new system.

## Alternative Options:

The Board can choose not to approve the ratification of the purchase of the replacement IC system.

## Impact of Taking No Action:

The District would need to subcontract anion analyses once our current IC system is no longer operational. The cost impact of subcontracting analysis would vary based on the frequency of

January 13, 2025

sampling (i.e., regulatory versus informational monitoring). Also, subcontracted analysis takes longer to receive results, which would limit the District's ability to maximize the efficient use of Granular Activated Carbon (GAC) contactors as part of the treatment process.

**Background:**

In 2014, the District purchased Thermo Scientific Dionex ICS-2100 and AS-AP autosampler to replace the Thermo Scientific Dionex DX-600 IC system for the continued testing of anions (bromide, chloride, fluoride, nitrate, nitrite, and sulfate) from raw surface water sources and the treatment process. Bromide analysis enables the District to maximize the efficiency of the use of Granular Activated Carbon (GAC) contactors by evaluating raw surface water bromide levels to determine disinfection by-product (DBP) precursor removal through GAC contactors needed to maintain DBP compliance. In addition, the State Water Resources Control Board Division of Drinking Water requires monitoring raw water sources (surface and groundwater) for chloride, fluoride, nitrate, nitrite, and sulfate.

In May 2023, the District was notified by Thermo Scientific that the ICS-2100 system reaches an end of guaranteed service life on 12/23/2023.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 3 – Systems Efficiency.  
The item directly relates to the District's Mission Statement.

**Budget:**

The equipment purchase of \$36,890.04 is not budgeted.

**Supporting Documents:**

- Sales Quote Number CFQ-00726600 for Thermo Scientific Dionex Inuvion IC system with RFIC and supporting materials

# Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00726600	1.01	December 18, 2024	1
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	December 27, 2024
Company Name		Customer Name	
Palmdale Water District		AMANDA THOMPSON	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

1400 Northpoint Parkway  
 West Palm Beach FL 33407

This quotation contains time bound promotional offerings that require order placement by the expiration date shown above. These time bound promotional offerings may not be repeated or extended beyond the expiration date.

Customer Info:	
Customer Name:	AMANDA THOMPSON
Company Name:	Palmdale Water District
Address:	2029 EAST AVENUE Q PALMDALE California 93550 United States
Phone:	661-456-1178
Email:	athompson@palmdalewater.org

Sales Contact Info:	
Contact Name:	Rebecca Dvorak
Phone:	
Email:	rebecca.dvorak@thermofisher.com

**Replacing ICS-2100 RFIC SN 14037897 with a 2mm (microbore) Inuion for EPA 300 for Drinking, Ground, and Lake Waters via our AS19-4um 2mm Hydroxide Column (Dongle SN: 51344)**

Item	Description	Qty	Unit Discount	Total Price
1.1	22185-60108 PROD,INUION,SYSTEM,+RFIC,DGS,CD <b>Thermo Scientific Dionex Inuion IC system with RFIC.</b> The Thermo Scientific Dionex Inuion RFIC system is an integrated, high-pressure reagent-free ion chromatograph with eluent degas, support for both electrolytic and continuously regenerated chemical suppression, and electrolytic eluent generation. <ul style="list-style-type: none"> <li>• Full Reagent-Free IC (RFIC) support including Eluent Generation and Electrolytically Regenerated Suppression</li> <li>• Integrated vacuum degas for in-line degassing of eluents</li> </ul> All Inuion IC systems provide the following: <ul style="list-style-type: none"> <li>• Chemically inert, metal-free PEEK flow path</li> <li>• High-pressure tolerant system (0-35 MPa)</li> <li>• Support for continuously regenerated chemical suppression</li> <li>• Serial dual-reciprocating piston pump</li> <li>• 6-port, 2-position injection valve</li> <li>• Conductivity detector and cell with thermal control and output range up to 18,000 µS/cm</li> <li>• Eluent shut-off valve</li> <li>• Leak sensor</li> <li>• Easily configurable with a number of optional accessories to improve performance and increase simplicity of operation</li> </ul>	1	\$4,056.00	\$27,144.00
1.2	22185-62707 KIT,ELUENT MONITOR,2L,INUION <b>Thermo Scientific Eluent Monitor for 2 L bottles.</b> The Thermo Scientific Eluent Monitor ensures high instrument uptime and prevents errors by continually monitoring remaining eluent levels. <ul style="list-style-type: none"> <li>• Supports up to three 2 L or 250 mL eluent bottles</li> </ul>	1	\$81.12	\$542.88

# Sales Quotation

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CPQ-00726600	1.01	December 18, 2024	2
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	December 27, 2024
Company Name		Customer Name	
Palmdale Water District		AMANDA THOMPSON	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC 5225 Verona Road Madison WI 53711  1400 Northpoint Parkway West Palm Beach FL 33407
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Item	Description	Qty	Unit Discount	Total Price
1.3	22185-62400 KIT,OVEN,COLUMN,INUVISION <b>Thermo Scientific Dionex Inuvion Column Heater.</b> The Thermo Scientific Dionex Inuvion Column Heater stabilizes operating conditions to deliver consistent separations by providing precise temperature control over a wide temperature range with fast heat-up times. <ul style="list-style-type: none"> <li>• Supports 2mm to 5mm guard and separator columns</li> <li>• 10 to 60 °C, minimum 5 °C above ambient</li> <li>• Includes column clips</li> </ul>	1	\$202.80	\$1,357.20
1.4	B51000232 KIT,VIPER,INUVISION,PRECISION,CD <b>Thermo Scientific Dionex Inuvion PEEK Viper Fittings Kit.</b> The Dionex IC PEEK Viper™ fittings kit for Inuvion simplifies connections between regularly changed consumables by removing the need to use tools or learn specific connection procedures. Includes parts for: <ul style="list-style-type: none"> <li>• Guard column outlet to 250 mm separator column inlet (76 mm)</li> <li>• Guard column outlet to 150 mm separator column inlet (140 mm)</li> <li>• Separator column outlet to suppressor inlet (140 mm)</li> <li>• Suppressor outlet to cell inlet (203 mm)</li> <li>• Suppressor outlet to CRD inlet (140 mm)</li> <li>• CRD outlet to cell inlet (140 mm)</li> </ul>	1	\$54.08	\$361.92
1.5	7350.0105 CM LICENSE CODE: UPGRADE S/N: 51344  Required for all upgrade to Chromeleon 7.3 installations and includes: <ul style="list-style-type: none"> <li>• License Code</li> <li>• Installation media</li> <li>• Chromeleon box</li> </ul>	1	\$0.00	\$0.01
1.6	7200.0106 UPGRADE 7.X TO 7.(X+1)  Version upgrade for a Workstation installation <ul style="list-style-type: none"> <li>• Upgrade Workstation installation to the next version</li> <li>• Must be quoted once per workstation</li> </ul>	1	\$738.00	\$2,952.00
1.7	075778 Dionex EGC 500 KOH Cartridge  Dionex™ EGC 500 KOH Potassium Hydroxide Eluent Generator Cartridge	1	\$2,000.00	\$0.00
1.8	088662	1	\$1,480.00	\$0.00

# Sales Quotation

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CPQ-00726600	1.01	December 18, 2024	3
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4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	December 27, 2024
Company Name		Customer Name	
Palmdale Water District		AMANDA THOMPSON	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC 5225 Verona Road Madison WI 53711  1400 Northpoint Parkway West Palm Beach FL 33407
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Item	Description	Qty	Unit Discount	Total Price
	Dionex CR-ATC 600 Trap Column			
	Dionex™ CR-ATC 600 Continuously Regenerated Anion Trap Column for Consumables Tracking enabled systems			
1.9	083225 PROD,COL,IP,AG19,4UM,2X50MM	1	\$593.00	\$0.00
	The Dionex IonPac AG19-4µm guard column is optimized for use with the Dionex IonPac AS19-4µm column.			
1.10	083223 PROD,COL,IP,AS19,4UM,2X250MM	1	\$1,810.00	\$0.00
	The Dionex IonPac AS19-4µm column is a high-capacity, hydroxide-selective column for determination of oxyhalides and inorganic anions in diverse matrices. It meets or exceeds the requirements specified in U.S. EPA Methods 300.0 (B) and 300.1 (B). Compared to the standard Dionex IonPac AS19 column, this column uses smaller resin particles for more efficient separations resulting in more accurate peak integration and more reliable results. A high-pressure IC system is required to operate this column under standard conditions.			
1.11	088667 PROD,ADRS600,2MM	1	\$1,350.00	\$0.00
	LDionex ADRS 600 (2 mm) Anion Dynamically Regenerated Suppressor removes counter-ions from eluent stream for enhanced signal of analyte ions. It is designed for continuous regeneration through electrolysis of water.			
1.12	062986 Dionex CRD 200 (2mm)	1	\$1,110.00	\$0.00
	Dionex™ CRD 200 (2 mm) Carbonate Removal Device			
1.13	960708 CBL,3COND,LINE CORD,US,RoHS	1	\$0.00	\$13.90
	Power Cord US			
1.14	038677 SVC,INSTAL,APPL,DX-SPRT,DAY	1	\$0.00	\$0.01

**Quote Subtotal: \$45,846.92**  
**Promotions / Discounts: - \$13,475.00**  
**Quote total less discounts: \$32,371.92**



# Sales Quotation

Quote Number	Version	Quotation Date	Page
CPQ-00726600	1.01	December 18, 2024	4
Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	December 27, 2024
Company Name		Customer Name	
Palmdale Water District		AMANDA THOMPSON	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711  
  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

<b>Shipping:</b>	<b>\$1,200.00</b>
<b>Tax:</b>	<b>\$3,318.12</b>
<b>Quotation Totals:</b>	<b>\$36,890.04</b>

Taxes are estimated and are to be confirmed upon or at the time of purchase.

Please see below for monthly payment options and contact [financialservices@thermofisher.com](mailto:financialservices@thermofisher.com) or call (800) 986-9731 ext. 7 for more information. Please note: Payments are estimates only and availability of lease financing is subject to credit approval and acceptance of terms. Terms and interest rates may vary based on customer's financial profile.

Leasing estimate is based on a total cost of **\$36,890.04**; you may choose from the monthly payment options below:

	Lease Term (months)			
	24	36	48	60
Fair Market Value Purchase Option:	\$1,366.04	\$1,008.94	\$745.18	\$639.30
\$1.00 Purchase Option:	\$1,611.73	\$1,101.17	\$844.78	\$693.16
Number of Advance Payments:	1	1	1	1

Choosing the Lease that Best Meets Your Needs:

### Fair Market Value (FMV) Purchase Option

The intent of this lease is not to own but to gain the benefits of the equipment in exchange for a low monthly payment. Your End-of-Lease Options are: continue to lease the equipment, purchase a fair market value or return/upgrade the equipment.

### \$1.00 Purchase Option

This is a lease-to-own option where you would own the equipment after all monthly payments have been made. It is similar to a finance agreement and provides you a defined payment schedule over the lease term.

# Sales Quotation

Quote Number	Version	Quotation Date	Page
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Lead Time	Payment Terms	Freight Terms	Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE	Origin - Prepay And Add	December 27, 2024
Company Name		Customer Name	
Palmdale Water District		AMANDA THOMPSON	
* See end pages of quote for PO Submission details			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

1400 Northpoint Parkway  
 West Palm Beach FL 33407

## Options / Recommendations

Item	Description	Unit Price	Qty	Unit Discount	Total Price
1.15	701-061589 Factory Warranty PM-Inuvion		1	\$691.00	\$2,764.00
	<ul style="list-style-type: none"> <li>•Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit</li> <li>•For products with multi-year factory warranties, one Preventive Maintenance event will be performed during each year of the factory warranty period</li> <li>•Unit price includes Preventive Maintenance visits for all years of the factory warranty</li> </ul>				
1.16	701-061562 Yr 2/3 Extended War-Inuvion RFIC		2	\$886.00	\$7,088.00
	<ul style="list-style-type: none"> <li>•Quantity 1 provides coverage for year 2 only. Quantity 2 provides coverage for years 2 and 3.</li> <li>•On-site corrective maintenance visits including labor and travel with a target of three (3) business days on-site response time (parts are covered by Factory Warranty)</li> <li>•Annual standard Preventive Maintenance visit and a standard Preventive Maintenance Kit</li> <li>•Priority status for technical support telephone inquiries</li> <li>•10% discount on spare parts (not covered by corrective maintenance), accessories and consumables</li> </ul>				

**Options Total: \$9,852.00**

## Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00726600	1.01	December 18, 2024	6
Lead Time	Payment Terms		Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		December 27, 2024
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

1400 Northpoint Parkway  
 West Palm Beach FL 33407

**To place your order and expedite shipment, please 1) sign and date the last page of this document; and 2) fax or e-mail it along with your Purchase Order to one of the addresses below.**

Please note-all Purchase Orders must show the vendor name of Thermo Electron North America LLC

Thermo Electron North America LLC  
 5225 Verona Road  
 Madison WI 53711

Thermo Electron North America LLC  
 or  
 1400 Northpoint Parkway  
 West Palm Beach FL 33407

**Complete System Orders:**

Fax: 412-200-6542

e-mail: [usmadorderprocessing@thermofisher.com](mailto:usmadorderprocessing@thermofisher.com)

**Parts or Service Orders:**

Fax: 877-680-2565

e-mail: [USMAD.ServiceOE.PO@thermofisher.com](mailto:USMAD.ServiceOE.PO@thermofisher.com)

**Notes:**

- Items marked with an asterisk (\*) on the face of the quotation are non-Thermo Electron North America LLC products.
- Prices, warranty, installation and service on the items quoted herein are available only in the United States and may not be otherwise assigned.
- Tax exemption certificates or direct pay permits must be provided with the order documents, if applicable. If tax exemption documentation is not provided, buyer shall pay federal, state and local taxes in addition to the price stated on this quotation.
- Buyer shall not export or re-export technical data or products supplied by Thermo Electron North America LLC in violation of applicable export regulation. Buyer who exports products purchased hereunder assumes all responsibility for obtaining required export documentation, authorization, and payment of all applicable fees.
- All prices are quoted in USD

## Purchase Order - Submission Details

Quote Number	Version	Quotation Date	Page
CPQ-00726600	1.01	December 18, 2024	7
Lead Time	Payment Terms		Expiration Date
4-6 weeks	NET 30 DAYS UPON INVOICE DATE		December 27, 2024
Inco Terms 1	Inco Terms 2	Shipping Method	
Origin - Prepay And Add		Fed Ex Ground	
See below			

Thermo Electron North America LLC  
5225 Verona Road  
Madison WI 53711

1400 Northpoint Parkway  
West Palm Beach FL 33407

### TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

This quotation, and Seller's Terms and Conditions of Sale for Products and Services (which are hereby incorporated by reference into this quotation and any resulting contract), set out the terms on which Seller is offering to sell the product(s) and/or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) and/or services, Buyer expressly confirms that it agrees to be bound by and agrees to the terms of this quotation and the Terms and Conditions of Sale for Products and Services to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Seller, and that the purchase and sale transaction between Buyer and Seller is governed by this quotation and Terms and Conditions of Sale for Products and Services. Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected. Seller's Terms and Conditions of Sale for Products and Services can be found on the Thermo Fisher Scientific website at [www.thermofisher.com/terms-tena](http://www.thermofisher.com/terms-tena) and will be sent to Buyer via mail or e-mail upon request. The Terms and Conditions of Sale for Products and Services are subject to change by Seller, from time to time.

As an Authorized representative of the Buyer, your signature below creates an agreement to buy the products and services listed herein and your acceptance of the Seller's Standard Terms and Conditions of Sale included herein as the sole and exclusive terms for your purchase.

BUYER

SELLER

By:



By:

\_\_\_\_\_

Print Name:

Amanda Thompson

Print Name:

\_\_\_\_\_

Print Title:

WQ + Regulatory Affairs Sup.

Print Title:

\_\_\_\_\_

Date:

12/19/24

Date:

\_\_\_\_\_

\_\_\_\_\_ Initial here to indicate Buyer's agreement to automatically apply Seller's Standard Terms and Conditions of Sale for Products and Services to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for \_\_\_\_\_ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

PALMDALE WATER DISTRICT  
 2029 E AVENUE Q  
 PALMDALE CA 93550-4050

Purchase Order	
Purchase Order No.	PO24-0160
Date	12/19/2024
Exchange Rate	
	0.0000000

**Vendor:**

THERMO ELECTRON NORTH AMERICA LLC  
 PO BOX 742775  
 ATLANTA GA 30374-2775

**Ship To:**

PALMDALE WATER TREATMENT PLANT  
 700 EAST AVENUE S  
 PALMDALE CA 93550

**Contract Number:**

^ Changed Since the Previous Revision

Shipping Method		Payment Terms		Confirm With			Page	
		Net 30					1	
L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price	
Project Number	Cost Category ID	Billing Note						
Shipping Method	Reference Number		FOB					
1	22185-60108		12/19/2024	Each	1.00	\$27,144.0000	\$27,144.00	
DELIVERY		22185-60108	None					
		PROD,INUVION,SYSTEM,+RFIC,DGS,CD						
2	22185-62707		12/19/2024	Each	1.00	\$542.8800	\$542.88	
DELIVERY		22185-62707	None					
		KIT,ELUENT MONITOR,2L,INUVION						
3	22185-62400		12/19/2024	Each	1.00	\$1,357.2000	\$1,357.20	
DELIVERY		22185-62400	None					
		KIT,OVEN,COLUMN,INUVION						
4	B51000232		12/19/2024	Each	1.00	\$361.9200	\$361.92	
DELIVERY		B51000232	None					
		KIT,VIPER,INUVION,PRECISION,CD						
5	7350.0105		12/19/2024	Each	1.00	\$0.0100	\$0.01	
DELIVERY		7350.0105	None					
		CM LICENSE CODE: UPGRADE S/N: 51344						
6	7200.0106		12/19/2024	Each	1.00	\$2,952.0000	\$2,952.00	
DELIVERY		7200.0106	None					
		UPGRADE 7.X TO 7.(X+1)						
7	960708		12/19/2024	Each	1.00	\$13.9000	\$13.90	
DELIVERY		960708	None					
		CBL,3COND,LINE CORD,US,RoHS						
8	038677		12/19/2024	Each	1.00	\$0.0100	\$0.01	

PALMDALE WATER DISTRICT  
 2029 E AVENUE Q  
 PALMDALE CA 93550-4050

<b>Purchase Order</b>	
<b>Purchase Order No.</b>	PO24-0160
<b>Date</b>	12/19/2024
<b>Exchange Rate</b>	0.0000000

**Vendor:**

THERMO ELECTRON NORTH AMERICA LLC  
 PO BOX 742775  
 ATLANTA GA 30374-2775

**Ship To:**


PALMDALE WATER TREATMENT PLANT  
 700 EAST AVENUE S  
 PALMDALE CA 93550

**Contract Number:**

^ Changed Since the Previous Revision

Shipping Method		Payment Terms		Confirm With			Page	
		Net 30					2	
L/N	Item Number	Description	Req. Date	U/M	Ordered	Unit Price	Ext. Price	
Project Number	Cost Category ID	Billing Note						
Shipping Method	Reference Number		FOB					
DELIVERY	038677		None					
	SVC,INSTAL,APPL,DX-SPRT,DAY							
9	701-061589		12/19/2024	Each	1.00	\$2,764.0000	\$2,764.00	
DELIVERY	701-061589		None					
	FACTORY WARRANTY PM-INUVION							
10	701-061562		12/19/2024	Each	2.00	\$3,544.0000	\$7,088.00	
DELIVERY	701-061562		None					
	YR 2/3 EXTENDED WAR-INUVION RFIC							
11	TAX		12/19/2024	Each	1.00	\$3,318.1200	\$3,318.12	
DELIVERY	TAX		None					
12	SHIPPING		12/19/2024	Each	1.00	\$1,200.0000	\$1,200.00	
DELIVERY	SHIPPING		None					

<b>Subtotal</b>	\$46,742.04
<b>Trade Discount</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Miscellaneous</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Order Total</b>	\$46,742.04



\_\_\_\_\_  
 Authorized Signature



## PURCHASE ORDER TERMS AND CONDITIONS

Where incorporated by reference, the following terms and conditions are made a part of each Purchase Order issued by the Palmdale Water District (PWD). In accepting the Purchase Order, Seller acknowledges and agrees:

1. **Binding Contract.** Execution of this Purchase Order or commencement of performance pursuant to this Purchase Order constitutes acceptance by Seller. If delivery dates cannot be met, Seller shall immediately inform PWD in writing.
2. **Delivery.** PWD's work plans are based upon the agreement that materials will be delivered to PWD by the date specified on the Purchase Order. If deliveries are not made at the time agreed upon, PWD reserves the right to cancel or to purchase elsewhere, and hold Seller accountable therefore.  
All sales are F.O.B. to the location specified in the Purchase Order. Seller shall be fully responsible and bear all risk of loss or damage until delivered.
3. **Quantities.** Shipments must be equal to the exact quantities specified in the Purchase Order unless otherwise agreed to in writing by PWD or bulk items.
4. **Compensation.** PWD shall compensate Seller in the amount specified in the Purchase Order. All prices include, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed or are otherwise applicable. PWD may withhold payment or a portion thereof because of defective items not remedied or unsatisfactory performance by the Seller. PWD will release any withheld funds upon Seller satisfactorily remedying the issue that resulted in the withholding. PWD will not pay late fees to the Seller. PWD will not pay any extra charges such as freight, hazmat fees or expediency rates.
5. **Shipment.** All items shall be packed, marked and shipped in suitable containers and in accordance with all regulatory and carrier-specific requirements and in accordance with good commercial practice to ensure against damage from weather and/or transportation. Any items not shipped by Seller or received by PWD in accordance with those terms may be rejected by PWD without liability. No charge shall be made for packing, crating, drayage or other similar costs. PWD may, from time to time, change shipping schedules or direct that Seller temporarily suspend any shipments.
6. **Notification.** In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance, the Seller shall, within one (1) business day of actual knowledge of the problem or potential problem, notify PWD by telephone and followed up in writing or email.
7. **Acceptance.** The items shall be received subject to PWD's inspection and right of rejection. The items shall not be considered accepted until inspection, testing and/or use is found to be in accordance with PWD specifications. Final inspection shall be at PWD's premises, unless otherwise agreed in writing. If the items are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, PWD shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject the items in whole or in part. Rejected items shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense. No rejected items shall be replaced by Seller without written instruction or authorization from PWD.
8. **Warranty.** In addition to all warranties which may be provided by law, Seller warrants that the items delivered shall (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by PWD; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty, or as agreed to by Seller and PWD, from the date of final written acceptance by PWD. This warranty shall survive any inspection, delivery, acceptance, or payment by PWD. Seller, at its own expense, shall repair or replace, at the option of PWD, any defective items within two (2) business days after receipt of notice from PWD or within four (4) hours in case of emergency, as determined by PWD. Seller also warrants that the items are free and clear of all liens and encumbrances whatsoever, that Seller is conveying good and marketable title to same, and that Seller owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the items. Seller agrees to indemnify, defend and hold PWD harmless against any and all third-party claims resulting from the breach or inaccuracy of any of the foregoing warranties.
9. **Termination.** PWD may terminate the contract, in



## PURCHASE ORDER TERMS AND CONDITIONS

whole or in part, with or without cause, upon ten (10) days written notice to Seller. Upon receipt of the termination notice, Seller shall promptly stop work unless the notice directs to the contrary. In the event PWD renders such written notice to Seller, Seller shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. PWD shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Seller. Seller acknowledges PWD's right to terminate this contract and hereby waives any and all claims for damages that might arise from PWD's termination of this contract. Seller shall deliver to PWD and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. PWD shall not be liable for any costs other than the charges or portions thereof which are specified herein. Seller shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

10. **Duty to Indemnify.** To the fullest extent permitted by law, Seller shall indemnify and hold PWD, its Board, members of the Board, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Seller, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Seller's services, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

In addition, Seller shall defend, with counsel of PWD's choosing and at Seller's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against PWD or

its Board, members of the Board, employees, and authorized volunteers. Seller shall pay and satisfy any judgment, award or decree that may be rendered against PWD or its Board, members of the Board, employees, and authorized volunteers as part of any such claim, suit, action or other proceeding. Seller shall also reimburse PWD for the cost of any settlement paid by PWD or its Board, members of the Board, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for PWD's attorneys' fees and costs, including expert witness fees. Seller shall reimburse PWD and its Board, members of the Board, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Seller's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by PWD, its Board, members of the Board, employees, or authorized volunteers.

11. **Insurance.** Seller shall carry and maintain, at its sole cost and expense, at all times while the Purchase Order is in effect, with a reputable company or companies reasonably acceptable to PWD:
- (a) Commercial General Liability Insurance, Insurance Services Office (ISO) Form CG 00 01, written on an occurrence basis of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, for bodily injury, property damage, personal & advertising injury, and ongoing and products and completed operations.
  - (b) Commercial Automobile Liability Insurance written on a per occurrence basis with a single limit of liability in the amount of \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars. If Contractor is carrying pollutants, the automobile policy must provide pollution liability for transporting/carrying pollutants to cover clean-up cost, bodily injury, property damage, and expenses related to such. In addition, it is required that the automobile policy endorse a Motor Carrier Policies of Insurance for Public Liability under sections 29 and 30 of the Motor Carrier Act of 1980 (MCS-90).
  - (c) Workers' Compensation Insurance as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq. along with Employer's Liability limits of \$1,000,000.
  - (d) Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, including





## PURCHASE ORDER TERMS AND CONDITIONS

transporting/carrying pollutants and site location to cover clean-up cost, bodily injury, property damage, and expenses related to such. with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

- (e) All Coverages. Each insurance policy shall contain the following provisions and endorsement forms that:
  - (i) Names PWD, its employees, directors, officers, and agents as additional insureds (Except workers' compensation); and,
  - (ii) The insurer waives all right of subrogation against PWD, its employees, directors, officers and agents; and,
  - (iii) Written notice shall be given to PWD at least 30 days prior to termination, cancellation or reduction of coverage in the policy; and,
  - (iv) Such insurance is primary insurance as respects to the interests of the additional insured and that any other insurance maintained by the additional insured is excess and not contributing insurance with the insurance required by Contractor; and,
  - (v) Apply a "Cross Liability" or "Severability of Interest" clause to PWD; and,
  - (vi) Have deductibles which are not greater than those normally maintained for similar projects in the State of California.
  - (vii) Such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Contractor under the Agreement.
- (f) Prior to commencement of any work, Contractor shall deliver to PWD, the certificates of insurance and endorsements covering all policies providing the required insurance referred to above and shall be signed on behalf of the insurer by its authorized representative. Contractor shall, upon written request by PWD, furnish copies of such policies, certified by an authorized representative of the insurer.
- (g) Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work until Contractor has verified that all subcontractors maintain insurance meeting all requirements under this Section and Contractor shall ensure that subcontractors and PWD is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (h) The foregoing requirements as to the types, limits

and PWD's approval of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

**Labor.** Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000, et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. A copy of the prevailing rates are on file and available at PWD or may be obtained online at <http://www.dir.ca.gov/dlsr>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site.

**12. Prevailing Wages.** Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws is subject to the Contractor's duty to indemnify set forth herein. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not



## PURCHASE ORDER TERMS AND CONDITIONS

limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

anyone other than PWD and the Seller.

13. **No Waiver.** The fact that PWD has made payment shall not be interpreted to imply PWD has inspected, approved or accepted the work which has been performed by Seller. No delay or omission in the exercise of any right or remedy by the non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default.
14. **Setoffs and Counterclaims.** All claims for moneys due or to become due to Seller shall be subject to deduction by PWD for any setoff or counterclaim arising out of this or any other of PWD's agreements with Seller.
15. **Assignment.** Seller shall not assign any portion of the work to be performed or any of the rights or obligations, without the prior written consent of PWD, which consent may be withheld in PWD's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void.
16. **Independent Contractor.** Seller shall act as an independent contractor in the performance of this Agreement and in no respect shall Seller be considered an agent or employee of PWD. No provisions of this Agreement shall be intended to create a partnership or joint venture between Seller and PWD and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.
17. **Compliance with Applicable Laws.** Seller shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.
18. **Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts in Los Angeles County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for the purposes of any such action or proceeding.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to



# BOARD MEMORANDUM

**DATE:** January 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Ms. Pam K. Lee, General Counsel  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***APPROVAL OF AMENDMENT NO. 10 TO GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LaMOREAUX DATED JULY 30, 2015. (BUDGETED – BUDGET ITEM NO. 1-02-4000-000, SALARIES – GENERAL COUNSEL LEE)***

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According to the Employment Agreement between the Palmdale Water District and the General Manager dated May 13, 2015, as amended (“Employment Agreement”), the District Board of Directors shall conduct performance evaluations of the General Manager. On December 9, 2024, the Board conducted a performance evaluation of the General Manager. Based on the outcome of the satisfactory performance evaluation, Amendment No. 10 to the Employment Agreement was prepared, which does the following:

- Extends the Employment Agreement, which ends on July 29, 2025, for two (2) additional years, .to end on July 29, 2027.

All other terms and conditions of the Employment Agreement remain the same.

**Supporting Documents:**

- Amendment No. 10 to the General Manager Employment Agreement Between Palmdale Water District and Dennis D. LaMoreaux.

**AMENDMENT NO. 10 TO THE  
GENERAL MANAGER EMPLOYMENT AGREEMENT  
BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX**

This AMENDMENT No. 10 TO THE GENERAL MANAGER EMPLOYMENT AGREEMENT BETWEEN PALMDALE WATER DISTRICT AND DENNIS D. LAMOREAUX (the “Tenth Amendment”) is made and entered into on January \_\_, 2025, by and between the PALMDALE WATER DISTRICT, an irrigation district organized and existing under Division 11 of the California Water Code, (hereinafter the “District”), and DENNIS D. LAMOREAUX, an individual (hereinafter the “General Manager”).

**RECITALS**

WHEREAS, on May 13, 2015, the District entered into that certain General Manager Employment Agreement (“Agreement”) between Palmdale Water District and Dennis D. LaMoreaux to be effective July 30, 2015, as amended on July 26, 2017, May 14, 2018, June 10, 2019, July 13, 2020, June 14, 2021, May 23, 2022, January 9, 2023, October 23, 2023 and August 12, 2024 (collectively, the “Agreement”); and

WHEREAS, Section 2.2 of the Agreement provided that the Term of the General Manager’s Contract shall end on July 29, 2025; and

WHEREAS, Section 5.2 of the Agreement provides for a performance evaluation of the General Manager, and as a result of the satisfactory performance evaluation on December 9, 2024, the Board desires to extend the General Manager’s term for two (2) additional years to July 29, 2027; and

WHEREAS, Section 8.2 of the Agreement allows for any amendment, alteration, extension or modification to the Agreement, in writing, signed by the parties hereto, and approved by the affirmative vote of three (3) members of the Board at a public meeting with the written consent of the General Manager; and

WHEREAS, the General Manager desires to accept this additional employment term as such from the District and has provided his written consent to the following term and condition in this Tenth Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the District and the General Manager hereby agree as follows:

**AGREEMENT**

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.2 of the Agreement is hereby amended to read in its entirety as follows:

“2.2 Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall commence on the Effective Date and end at midnight Pacific daylight savings time on July 29, 2027 (“Term”).”

SECTION 3. Except as expressly amended by this Tenth Amendment, the underlying terms, conditions, and compensation of General Manager by District as and for his employment as General Manager shall be as set forth in the Agreement (as amended on July 26, 2017, May 14, 2018, June 10, 2019, July 13, 2020, June 14, 2021, and May 23, 2022, January 9, 2023, October 23, 2023 and August 12, 2024).

IN WITNESS WHEREOF, PALMDALE WATER DISTRICT has caused this Tenth Amendment to be signed and executed on its behalf by its President, and duly attested by its officers thereunto duly authorized, and GENERAL MANAGER has signed and executed this Tenth Amendment, both in duplicate.

Palmdale Water District

\_\_\_\_\_  
Kathy Mac Laren-Gomez, President

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Pam K. Lee, General Counsel

Dated: \_\_\_\_\_

GENERAL MANAGER

\_\_\_\_\_  
Dennis D. LaMoreaux

Dated: \_\_\_\_\_

**[END OF SIGNATURES]**



# BOARD MEMORANDUM

**DATE:** January 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Dennis D. LaMoreaux, General Manager  
**RE:** ***CONSIDERATION AND POSSIBLE ACTION ON REORGANIZATION OF THE BOARD OF DIRECTORS. (GENERAL COUNSEL LEE)***

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To assist with the Board's discussion on this item, attached is a copy of Article 4 of the District's Rules and Regulations, Section 4.05: *Officers of the Board* and Section 4.06: *Duties and Obligations of the Officers of the Board*.

**Supporting Documents:**

- Rules and Regulations Article 4 Sections 4.05 and 4.06

**4.05: OFFICERS OF THE BOARD (Revised 7-9-18)**

The officers of the Board shall be:

**President, Vice President, Treasurer, Secretary, and Assistant Secretary.**

Officers shall be elected by a 3/5 majority vote of the Board. The Board shall reorganize every two years, following an election, unless by a 3/5 majority vote the Board approves a reorganization at any other time.

**4.06: DUTIES AND OBLIGATIONS OF THE OFFICERS OF THE BOARD**

Other than the duties and obligations specified herein, Officers have no rights or authority different from any other Director. In addition to such duties and obligations imposed by law or by action of the Board of Directors, the duties of each Officer of the District are as follows:

**4.06.1 PRESIDENT**

Preside over and conduct all meetings of the Board, including maintaining the order pursuant to the Rules of Procedure adopted by the Board and attached hereto as Appendix DD, to ensure constructive and democratic meetings and help, not hinder, the business and discussion of the Board. Carry out the resolutions and orders of the Board. Exercise other powers and perform other duties as prescribed by the Board in these Rules and Regulations and by other actions of the Board. Approve Board meeting agendas. Form or disband standing and ad hoc committees. Appoint committee members and the Chair of said committees. Sign all agreements to which the District is a party. Write and/or sign correspondence on behalf of the Board and PWD. In the event of an early vacancy in the office of the Presidency, the Vice President shall become the President.

**4.06.2 VICE PRESIDENT**

Exercise the duties of the President in the absence of, when the President stands down, or when the President is unable to continue in his/her duties due to any

other reason. In the event of an early vacancy in the position of Vice-President, the Board shall elect a new Vice-President in accordance with Section 4.04.

**4.06.3 TREASURER**

Sign financial instruments as required and serve as the Finance Committee Chair. The Treasurer acts on behalf of the President in the event the President and Vice President are unable to do so. In the event of an early vacancy in the position of Treasurer, the Board shall elect a new Treasurer in accordance with Section 4.04.

**4.06.4 SECRETARY**

Certify or attest to the actions taken by the Board. Sign the minutes of the Board meeting following their approval. In the absence of the Secretary from any meeting at which the Board approved meeting minutes, the Assistant Secretary, if present, shall sign the meeting minutes. In the event of an early vacancy in the position of Secretary, the Board shall elect a new Secretary in accordance with Section 4.04.

**4.06.5 ASSISTANT SECRETARY (Approved 7-9-18)**

Exercise the duties of the Secretary in the absence of or when the Secretary is unable to continue in his/her duties due to any other reason. In the event of an early vacancy in the position of Assistant Secretary, the Board shall elect a new Assistant Secretary in accordance with Section 4.04.

**4.07: DUTIES AND OBLIGATIONS OF ALL DIRECTORS**

**4.07.1 RULES OF CONDUCT**

The Board of Directors shall at all times conduct itself in accordance with all applicable Federal laws, State laws, Local laws, and the District's Rules and Regulations. Any violations by any Director of these Rules and Regulations, including this Article IV, may be addressed by the Board in the manner provided in the Rules of Procedure, attached hereto as Appendix DD at Section IV.B.





# BOARD MEMORANDUM

**DATE:** January 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mr. Scott Rogers, Assistant General Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** *CONSIDERATION AND POSSIBLE ACTION ON LOBBYING FIRM RETENTION CONTRACT WITH REEB GOVERNMENT RELATIONS, LLC. (\$192,000.00 – BUDGETED – GENERAL MANAGER LAMOREAUX)*

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## **Recommendation:**

Staff recommends that the Board approved the Lobbying Firm Retention Contract with Reeb Government Relations, LLC to advocate on behalf of Palmdale Water District in the California State Legislature on the Water Tax and related water issues from January 1, 2025 to December 31, 2026.

## **Alternative Options:**

The Board could choose not to extend this contract.

## **Impact of Taking No Action:**

The District will solely rely on our membership in the Association of California Water Agencies (ACWA), American Water Works Association (AWWA), and California Special Districts Association (CSDA) to represent the organization. Our specific needs may not be addressed at the State level.

## **Background:**

The District has been proactively promoting the organization and working to promote our organization and its customers' needs. Recently, California Voters approved Proposition 4 Climate Resiliency, a \$10 billion Bond to fund drought, flood, and water supply projects, and the District has several projects that could be eligible for those funds. The lobbying effort proposed by Reeb will help the District direct our voice to the right committee in the legislature to maximize our support of bills that directly benefit the District and its ratepayers.

In addition, Reeb will provide the following services: advice and representation of the District on water-related issues.

- Representation in the State Capitol and with the Executive Branch in regard to District's 2025-26 California legislative program.
- Research and analysis of state legislative and regulatory issues and related initiatives; drafting legislation and amendments thereto relating to such issues.
- Legislative reporting services as may be required by District.

January 13, 2025

- Participation and attendance at meetings, upon request by District, including, but not limited to, meetings related to issues management and formation of lobbying coalitions.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District’s Mission Statement.

**Budget:**

This project is under Budget Item No. 1-02-5070-007, Administration-Consultants.

**Supporting Documents:**

- Contract Renewal Letter
- Reeb Government Relations Lobbying Firm Retention Contract



## REEB GOVERNMENT RELATIONS

November 1, 2024

Mr. Dennis D. LaMoreaux  
General Manager  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, California 93550

**Re: State-level lobbying services**

Dear Mr. LaMoreaux:

The contract for state-level lobbying services between Palmdale Water District and our firm expires December 31, 2024.

Our firm is very interested in continuing our legislative and regulatory representation of the District and propose a new 2-year contract for the period of January 1, 2025, through December 31, 2026, to cover the 2025-26 Regular Session of the California Legislature.

We look forward to continuing our representation of the District before the California Legislative and Executive branches of government in regard to issues related to local government, water, recycled water, groundwater, among others. We will perform research and analysis of state laws, regulations and guidelines and related initiatives; and draft legislation and amendments thereto relating to such initiatives. We will regularly report on our activities and participate in and attend meetings, including, but not limited to, meetings related to issues management and formation of lobbying coalitions. Our firm will work closely with the Association of California Water Agencies and State Water Contractors, as well as other state associations and lobbying coalitions, to influence the course of the State Budget and shape State policies and regulations in order to advance the District's interests.

We propose maintaining our current rate of \$8,000 per month [\$192,000 for the 24<sup>th</sup> month period].

Thank you for your time and assistance.

Sincerely,

Robert J. Reeb



# REEB GOVERNMENT RELATIONS

## **LOBBYING FIRM RETENTION CONTRACT**

The following constitutes a lobbying firm retention contract between **REEB GOVERNMENT RELATIONS, LLC** (“RGR” hereinafter), or its legal successor in interest, and **PALMDALE WATER DISTRICT** (“PWD” hereinafter), or its legal successor in interest.

1. **SERVICES TO BE PERFORMED**—PWD engages the services of RGR as an independent contractor. RGR will provide advice and representation on behalf of PWD relating to California state legislative and regulatory matters. Such services shall include:
  - A. Representation in the State Capitol and with the Executive Branch in regard to PWD’s 2025-26 California legislative program.
  - B. Research and analysis of state legislative and regulatory issues and related initiatives; drafting legislation and amendments thereto relating to such issues.
  - C. Legislative reporting services as may be required by PWD.
  - D. Participation and attendance at meetings, upon request by PWD, including, but not limited to, meetings related to issues management and formation of lobbying coalitions.

RGR will work under the direction of a management steering committee of the participating agencies, which shall include PWD’s management, and will coordinate services to be performed with same.

2. **TERMS OF PAYMENT**—PWD will pay RGR, according to terms and conditions set forth herein, a fee of ONE HUNDRED NINETY-TWO THOUSAND AND NO/100 DOLLARS (\$192,000.00) for the period of January 1, 2025 through December 31, 2026. This amount shall be paid in TWENTY FOUR (24) equal installment payments of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) due on the first (1<sup>st</sup>) day of each month from January 2025 through December 2026, inclusively. Payment shall cover all time expended by RGR personnel unless otherwise agreed to by RGR and PWD.

**Palmdale Water District**  
**Lobbying Firm Retention Contract**  
**Page 2 of 3**

- A. Invoices shall be submitted monthly by RGR for payment by PWD. Payment is past due the next business day following the fifteenth (15th) of the month. If PWD has any valid reason for disputing any portion of an invoice, PWD will so notify RGR within seven (7) calendar days of receipt of the invoice, and if no such notification is given, the invoice shall be deemed valid. The portion of RGR's invoice that is not in dispute shall be paid in accordance with the procedures set forth herein.
  - B. PWD shall reimburse RGR all costs incurred in connection with the services rendered. Reimbursable costs include, but are not limited to, travel costs, telephone, facsimile, copies, and delivery that are attributable to the services rendered. Travel costs are defined as air travel, lodging, meals and incidentals, ground transportation, and all costs associated with travel. All travel expenses must receive PWD's prior approval. RGR shall provide PWD substantiation of reimbursable costs incurred.
  - C. A finance charge of 1.5% per month on the unpaid amount of an invoice will be charged on past due accounts not paid within 30 days of PWD's receipt of notice to the past due amount. Payments by PWD will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by PWD. If payment of invoices is not current, RGR may suspend performing further work.
3. **INDEPENDENT CONTRACTOR**—It is understood that RGR will function as an independent contractor and will hold itself out as such and will be without authority to obligate PWD for indebtedness, contracts, or other legal obligations.
4. **POLITICAL REFORM ACT**—RGR will be solely responsible for its filing and reporting obligations pursuant to the Political Reform Act of 1974, as it may be amended from time to time. PWD, and any other participating agencies, will be solely responsible for their respective filing and reporting obligations pursuant to the Political Reform Act of 1974, as it may be amended from time to time.
5. **GOVERNING LAW** - This contract shall be governed by and construed pursuant to the laws of the State of California.
6. **ENTIRE AGREEMENT** - This contract represents the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect. This contract may be supplemented, amended or revised only in writing by agreement of the parties.

**Palmdale Water District  
Lobbying Firm Retention Contract  
Page 2 of 3**

7. TERM OF CONTRACT—This engagement shall be subject to review at any mutually agreed upon time. Either party may terminate this engagement without cause by giving written notice at least sixty (60) days prior to the date of termination. PWD’s obligation to pay any further monthly installments shall cease upon the date of the termination and PWD shall have no further monetary obligation to RGR as of that date of termination. The effective date of this agreement is January 1, 2025, and it shall terminate on December 31, 2026.

**PALMDALE WATER  
DISTRICT**  
2029 East Avenue Q  
Palmdale, CA 93550

**REEB GOVERNMENT  
RELATIONS, LLC**  
1415 L Street, Suite 870  
Sacramento, CA 95814

By: Dennis D. LaMoreaux  
General Manager

By: Robert J. Reeb  
Managing Officer

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

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



# BOARD MEMORANDUM

**DATE:** January 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mr. Dennis Hoffmeyer, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***CONSIDERATION AND POSSIBLE ACTION ON UPGRADE AND IMPLEMENTATION OF THE DISTRICT'S FINANCIAL SOFTWARE SYSTEM. (\$118,000.00 – NOT-TO-EXCEED – NON-BUDGETED – FINANCE MANAGER HOFFMEYER)***

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## **Recommendation:**

Staff recommends that the Board approve the contract for upgrading and implementing the District's financial software system. The current software version is no longer supported and will reach its end of life in CY 2027.

The implementation cost is not-to-exceed \$118,000, with all software licensing expenses already accounted for in the budget. Additionally, the upgrade will result in an estimated savings of approximately \$18,250 within the licensing budget.

## **Alternative Options:**

No change to the current version of the software system would cause an immediate licensing renewal of \$35,962.60 due and payable.

## **Impact of Taking No Action:**

The District is currently using Microsoft Dynamics 2018 for its ERP financial system. This version has reached its end of support (EOS), with its end of life (EOL) scheduled for CY 2027.

Staff has evaluated alternative ERP financial systems and found that the implementation costs for switching to other platforms are comparable. If no action is taken, the District will be required to renew its 2025 licensing and restart the review process for a new system, delaying necessary updates and improvements.

## **Background:**

In CY 2023, Microsoft notified the District that its current ERP financial software version would soon reach its end of life. This prompted staff to explore options for upgrading the District's ERP financial system to ensure continued operational support and to leverage enhanced system capabilities.

After an extensive year-long review of available platforms—including Dynamics 365 Business Central, NetSuite, Acumatica, and Sage Intacct—staff determined that upgrading to Microsoft's latest SaaS, offering Dynamics 365, was the most practical and forward-thinking choice. This

January 13, 2025

decision was driven by Dynamics 365's significant reduction in annual licensing fees, its familiarity with current staff, and its ability to support a smoother transition while maintaining continuity within the Finance Department.

Additionally, transitioning to Dynamics 365 provides strategic benefits for the District, particularly for a new finance manager. The upgrade eliminates the immediate need to evaluate and implement a new ERP system, offering a three-year window before licensing renewals are required. This allows the new finance manager ample time to focus on understanding and optimizing the existing system while planning for future needs rather than being burdened with a high-stakes ERP selection process early in their tenure.

Overall, upgrading to Dynamics 365 minimizes disruption, introduces advanced technologies to streamline processes, and sets the stage for long-term operational efficiency across the District.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 2 – Systems Efficiency and Strategic Initiative No. 3 – Financial Health and Stability.

This item directly relates to the District's Mission Statement.

**Budget:**

This project will be funded through the General Funds and will be charged directly to the consulting account GL# 1-02-5070-007. The annual licensing will continue to be charged to GL# 1-09-8100-150.

**Supporting Documents:**

- Citrin Cooperman – Statement of Work for Implementation
- Citrin Cooperman – Microsoft Cloud Services Order Form



## STATEMENT OF WORK

CLIENT	TITLE	SOW	DATE	REVISION
Palmdale Water District	Dynamics 365 Business Central Implementation	PAL01-2103	December 16, 2024	1.0

This Statement of Work, Number PAL01-2103 dated December 16, 2024 (“SOW”) is entered into by the parties under the provisions of the Consulting Services Agreement dated February 1, 2016 (“CSA”) by and between FMT Consultants LLC and California Commerce Club, Inc. (“Client”) which was assigned to Citrin Cooperman Advisors LLC (“CCA”) on August 9, 2023 and, except as otherwise provided in this SOW, all applicable provisions of the CSA are incorporated into this SOW by this reference. In the event there is a conflict between the terms and conditions of the CSA and the SOW, the terms and conditions of the SOW shall control.

This SOW shall remain active and in effect until one of the following conditions have been completed:

- 1) The allocated Services value has been consumed; or
- 2) Twelve (12) months have passed from the date in the signature block; or
- 3) An earlier termination date has been selected and is included herein for reference: SOW Termination Date: NA

### Services To Be Performed

CCA will assist Client with setup and implementation of Dynamics 365 Business Central.

CCA will conform to commercially reasonable standards and practices in the performance of its services under this SOW. All services and deliverables performed or provided by CCA shall be deemed accepted, and payment therefor shall be due and payable in full, if not rejected in writing within thirty (30) days of Client’s receipt of the invoice for such services or deliverables. If Client reasonably rejects any service or deliverable performed or provided by CCA, and CCA determines that correction of the rejected service or deliverable is necessary, CCA will correct and resubmit the same within a reasonable time.

### Services Costs

Subject to the MSA provisions regarding the amount of Services and estimates, and based upon the time and estimates and resource assignments in the project plan that follows and assumptions below, CCA estimates the services costs to be **\$117,450 (Which is 130,500 less a 10% discount)**. CCA will calculate Service value using the rates listed in the following Table of Rates and Resources.

“Citrin Cooperman” is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors, LLC serve clients’ business needs. The two firms operate as separate legal entities in an alternative practice structure. Citrin Cooperman is an independent member of Moore North America, which is itself a regional member of Moore Global Network Limited (MGNL).

Rates and Resources	Standard Rate*	Est. Hours
Partner	\$375	0.0
Director	\$325	0.0
Manager	\$275	0.0
Senior Consultant	\$225	580.0
Consultant	\$175	0.0

\*Work performed during non-business hours at the request of the Client, after 5:00 p.m. Monday through Friday or any time on Saturday or Sunday is charged at 1.5 times the consultant's standard rate. Should a particular CCA resource be unavailable when required on Client's project, CCA reserves the right to replace said resource with a suitable replacement.

Travel time is not included in the above project costs and will be billed at fifty (50%) percent of the resources standard hourly rate. Client will also reimburse CCA for reasonable travel expenses incurred in connection with this project.

CCA will provide Client with itemized invoices detailing Services rendered and associated expenses.

Services rates listed in the table above are valid at the time of SOW execution. In the event CCA updates standard Services rates during the SOW effective period, CCA will provide 30-days advance notice to Client of the impending rate increase. At that time, the new rates will become effective and CCA will apply the new rates for the remainder of the authorized Services specific to this SOW.

Per the terms of the MSA, client will pay a one-time retention fee of \$26,100 prior to Services work being performed, which will be invoiced and due upon signature of this Statement of Work.

## Project Assumptions

- > CCA has prepared a project plan for Client's project. The tasks and estimated CCA work hours are based upon CCA's understanding of Client's requirements, as of the date of this SOW, and the assumptions below. Client's solution may require additional work hours in order to be completed.
- > Client will identify an internal resource to assist with overall management and coordination of the services.
- > Client's assigned resources will actively participate during the project.
- > CCA will provide training to Client's project team members in single sessions. Client will be responsible for any additional user training for users that cannot attend the scheduled training.

- > CCA will be listed as software Partner of Record to better assist client with system support and licensing.
- > The Client will ensure appropriate representation during this project to enable EFOQUS to hand over the solution in the allocated hours.
- > The Client will be responsible for User Acceptance Testing (we'll provide the test scripts)
- > The Client will be responsible for preparing GL data in preconfigured CSV format and validation of accuracy
- > The Client will nominate a project team (Exec Sponsor, PM, Subject Matter Experts) that has empowerment to make critical decisions in a timely manner

**Outside of Scope Work:**

The following items are outside the scope of this SOW:

- > NA

## Acceptance

### Palmdale Water District

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

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

### Citrin Cooperman Advisors LLC

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

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



# Exec Summary

Our team will lead an implementation of Microsoft Dynamics 365 Business Central Online for Palmdale Water District, a migration from Dynamics GP (Palmdale Water, Recycled Water, AVSCWA).

Business Central is an integrated business management solution that automates and streamlines processes and helps you manage your business. You benefit from first-class disaster recovery, monthly updates, two upgrades per year to ensure your app is up-to-date packed with latest features. Your commitment to cloud harmonizes with existing investments in Microsoft Cloud. As expected, BC offers a high degree of interoperability with Outlook, Teams, SharePoint for document control and Power BI, providing a truly immersive, effective and powerful set of tools for your end users.

- Project costing
- Grant management tracking (dimensions)
- Inventory management
- Streamline Procure to Pay (AP Automation, e-Sig Check printing)

The solution design will be optimized to streamline your record to report, procure to pay processes, financial reporting and bank integration. We will utilize time saving features such as workflows for processes and templates for data entry to reduce keystrokes. We take a “app first” approach to addressing partial fit or gaps in Business Central.

The adoption of a cloud-based ERP is a commitment to modernization of your business software, a platform for growth and scalability, improve governance, and improve access to information.

# Deployment Overview

- **Multi-entity implementation**
- **Financial Management**
  - Basic GL, Budgets, Fixed Assets, Recurring Entries, Financial Reporting and Unlimited Dimensions, Allocations/Deferrals, Cash Flow Forecasts, Bank Account Management, Cheque Writing & Payment Handling
  - Bank Integration: Bank Statement Import/Reconciliation & Vendor ACH Payments Export
- **Project Costing**
  - Basic Resources, Multiple Costs, Project Management Jobs & Timesheets
- **Supply Chain Management**
  - Basic inventory, Item Attributes & Categories, Cycle Counts, Item Charges, Substitutions, Item Tracking, Multiple Locations and Transfers, Planning Worksheet (Replenishment Planning) Basic Payables, Basic Receivables, Vendors, Purchase Journal/Invoice/Credit Memo/Return Order, Purchase Prices/Discounts, Sales Journal & Sales Tax.
- **Workflows**
  - Configure Workflow Approvals (up to 2).
- **Customizations**
  - Up to 50-hours for general application enhancements such as adding a fields, tables, custom logic or external reports.
  - Up to 30 hours for enhancements related to FP&A, Grant Reporting, Payables/Refunds.
- **Integration / Interface**
  - Payroll expense import
  - Sales lines import
- **Data Migration**
  - EFOQUS provides templates for master data import
  - Post opening balances for Customers, Vendors, Items, GL, Projects (Jobs)
  - Migrate active Projects from GP
  - General ledger data (5-years)
- **User Security**
  - User Management configured utilizing preconfigured User Security Profiles, Roles & Permission Sets
- **Testing**
  - EFOQUS to assist with the development of test scripts for user acceptance testing. Testing is focused on helping you validate the solution is ready to go-live
- **Training**
  - Up to 40-hours training sessions for Key Users via train-the-trainer approach in the capability we have implemented.
  - Microsoft Learn online training resources (how-to, curated training plans) will be made available
- **Project Management**
  - Project oversight, status updates, coordination of activities



# Project Services

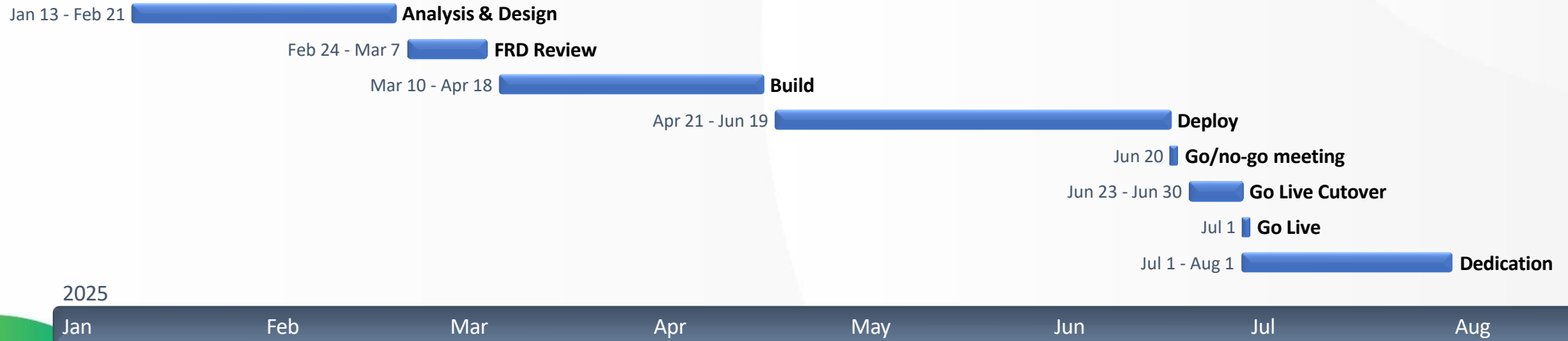
- First-class implementation team
- USD \$225 per hour
- Bill in 15-minute increments
- M-F 8:30am-5pm PST
- 24/7 Client Support Portal
- Access to your original project team post-go live

Phase	Activities	Hours	Est. Cost
<b>Analysis &amp; Design</b>	<ul style="list-style-type: none"> <li>• Discovery workshops</li> <li>• Analyze current business model and document functional requirements – multi entity</li> <li>• Finalize the fit-gap analysis</li> <li>• Finalize the data migration design</li> <li>• Identify customizations and add-ins for client approval</li> <li>• Output: functional requirements document</li> </ul>	100	<b>\$22,500</b>
<b>Build</b>	<ul style="list-style-type: none"> <li>• Stand up solution via app provisioning</li> <li>• Finalize application configurations</li> <li>• Configure Bank Statement Import and ACH Vendor Payments Export (bank integration)</li> <li>• Import master data and GL historical data (up to 45 hours)</li> <li>• Migrate open Job data</li> <li>• General Application enhancements are tested and deployed (up to 50 hours)</li> <li>• Customizations related to FP&amp;A, Grant Reporting, Payables/Refunds (up to 30 hours)</li> <li>• Conduct end to end testing of solution</li> </ul>	200	<b>\$45,000</b>
<b>Deploy</b>	<ul style="list-style-type: none"> <li>• Set up production environment</li> <li>• Migrate data to the production environment</li> <li>• Provide guidance, documentation and test scripts</li> <li>• Client to perform user acceptance testing of the application</li> <li>• Train client project users via train-the-trainer approach (up to 30-hours training budget)</li> <li>• Conduct go-live check, cutover and promote the system to production</li> </ul>	140	<b>\$31,500</b>
<b>Dedication</b>	<ul style="list-style-type: none"> <li>• Resolve pending issues as priority 1 and Month end support</li> </ul>	25	<b>\$5,625</b>
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Dedicated PM responsible for planning, coordination and execution of project activities</li> <li>• Status update reports and conf calls</li> </ul>	100	<b>\$22,500</b>
<b>Integration</b>	<ul style="list-style-type: none"> <li>• Revenue / Service billing data CSV Import</li> </ul>	15	<b>\$3,375</b>
<b>Est. one-time professional services fee:</b>		580	<b>\$130,500</b>





# Dynamics 365 Business Central Rapid Results Implementation







## MICROSOFT CLOUD SERVICES ORDER FORM



Client Name: Palmdale Water District

Customer Name: Dennis Hoffmeyer

Customer Title: CFO

Customer Address: 2029 E Ave Q

Customer City, State, Zip: Palmdale, CA 93550

Palmdale Water District (Client) grants permission to CITRIN COOPERMAN ADVISORS LLC ("CITRIN COOPERMAN") to add / delete the Microsoft Online Services SKU's listed below to the Client Microsoft Online Services tenant managed by CITRIN COOPERMAN on Client's behalf. Additional SKU's may be added, and quantities increased by e-mailing instructions to Customer Care detailing:

- Microsoft Online Services SKU Name
- Quantity of licenses
- Clear instructions to Add the license quantity

CITRIN COOPERMAN will pro-rate the billing for the added SKUs to the day that the change was made.

PRODUCT	LICENSES	PRICE / LICENSE	ANNUAL TOTAL	INITIATION DATE	TERM
Dynamics 365 Business Central	9	\$70 / user per month	\$7,560	1/1/2025	36 Months
Dynamics 365 Business Central – Team Members	18	\$8 / user per month	\$1,728	1/1/2025	36 Months
Total:		---	<b>\$9,288</b>		---

Client has read and understands all the terms and conditions of the Microsoft Customer Agreement, and CITRIN COOPERMAN Terms and Conditions for Cloud Services, and by placing this order Client acknowledges its agreement to abide by all such terms and conditions.

**Acceptance & Agreement to Order:**

**CLIENT**

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

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

**CITRIN COOPERMAN ADVISORS LLC**

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

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

## TERMS & CONDITIONS FOR MICROSOFT CLOUD SERVICES

The customer (“Customer”) ordering Microsoft Cloud Services through CITRIN COOPERMAN ADVISORS LLC (“CITRIN COOPERMAN”), pursuant to the Order Form submitted by Customer (the “Order”) and to which these Terms & Conditions for Microsoft Cloud Services (the “Terms & Conditions”) are attached, hereby acknowledges and agrees to all of the following terms and conditions:

1. **Services.** CITRIN COOPERMAN, an authorized Microsoft reseller, shall provide to Customer the Microsoft Cloud Services selected by Customer pursuant to the Order (the “Services”). Two programs are available for the provision of the Services: (1) billing based on the number of seats licensed (not the number of seats provisioned) (the “License-Based Program”); and (2) billing based on usage (pay-as-you-go) per metered service rates (the “Azure Program”).

### 2. **Billing for the License-Based Program**

#### 2a. **Term.**

- (i) Licenses will be provisioned per the Order. Customer agrees that for each subscription (“SKU”) added initially or subsequently added, Customer will be responsible for the cost of the licenses for thirty-six (36) months from the date of initialization of the licenses thereunder. If Customer adds additional licenses to an existing SKU, the added licenses will have the same term end date as such existing SKU.
- (ii) Customer cannot decrease the number of licenses included in a SKU.
- (iii) At the end of the initial thirty-six (36) month term for each SKU, and each subsequent term, Customer’s subscription for the Services shall automatically renew for an additional twelve-month term, unless terminated by Customer upon written notice received at least thirty (30) days prior to the end of the then-current term.
- (iv) Cancellation of an order of new SKUs or additional licenses added to existing SKUs may occur only by written notice either (i) within twenty-four (24) hours following the order thereof, in which event no charge shall be incurred by Customer; or (ii) within seventy-two (72) hours following the order thereof, in which event Customer shall pay CITRIN COOPERMAN for the pro-rated portion of the term.
- (v) Microsoft offers certain SKUs on a monthly basis for a premium price. If Customer orders these SKUs, they will be noted as such on the Order, and Customer may cancel such premium SKUs by written notice at least five (5) business days prior to the end of the then-current monthly term. Monthly SKUs will be billed monthly to Client.

2b. **Pricing.**

- (i) The pricing established for the Services in the Order and in effect when the SKU is initialized shall be guaranteed and remain in full force and effect for an initial twelve (12) months of the thirty-six (36) month period. If Microsoft institutes a change in license prices after the initial twelve (12) months, CITRIN COOPERMAN will provide the Customer with thirty (30) days advanced notice, and the pricing will be determined by applying the initial discount percentage to the updated Microsoft price.
- (ii) Additional SKUs or license quantity increases may be requested by emailing [customer@CitrinCooperman.com](mailto:customer@CitrinCooperman.com). The pricing for each new SKU will be based on the current Microsoft List price when the SKU is added and shall bear a commensurate relationship between the Microsoft List Price and the quoted Customer Price, as stated on the initial Order, and is guaranteed for the entire initial twelve (12) month term of the additional SKU, with the exception of any Microsoft Calling Plan or Audio Conference SKUs, which shall be at list price.
- (iii) Customer shall pay CITRIN COOPERMAN for the Services annually in advance, prior to the initiation of the order, and prior to each anniversary of the initial order, or the renewal term. Should Client increase the number of licenses ordered during a term in which other licenses are in effect for the same SKU, Client will be invoiced for the increased number of licenses and must pay in advance for such increased licenses the cost of which will be prorated to the end of the current term of the existing licenses.

3. **Billing for the Azure Program.** Charges for the Services will commence on the date of the Order and shall be provided for the term. At the end of the initial term and each subsequent term, Customer's subscription for the Services shall automatically renew for an additional twelve-month term, unless cancelled by Customer upon thirty (30) days' written notice. Customer will be charged for data consumed based on metered service rates, which may change during the month. Any rates that decrease will be reflected for the entire month in which the rates decreased. Any rates that increase will be reflected at the beginning of the next month. Customer shall pay CITRIN COOPERMAN for the Services monthly in arrears, on the first day of the following month, by credit card only, unless CITRIN COOPERMAN's financial operations department in its sole and absolute discretion approves credit for Customer. If CITRIN COOPERMAN approves Customer's credit, CITRIN COOPERMAN will invoice Customer in arrears, on the first day of the month following the month in which the Services were provided. Otherwise, the Customer's credit card will be charged in arrears, on the first day of the month following the month in which the Services were provided.

4. **Microsoft Customer Agreement.** Prior to placing the Order, Customer acknowledged that it has reviewed and agrees to be bound by all of the terms and conditions of the Microsoft Customer Agreement. Customer also agrees that the terms and conditions of the Microsoft Customer Agreement shall apply to Customer and CITRIN COOPERMAN to the same extent as they apply to Customer and Microsoft, except where the Microsoft Customer Agreement conflicts with these Terms & Conditions, in which case these Terms & Conditions shall govern as between Customer and CITRIN

COOPERMAN. If Microsoft updates the Microsoft Customer Agreement, Customer must accept the new Microsoft Customer Agreement at or before renewal of the Services.

5. **Disablement.** CITRIN COOPERMAN and/or Microsoft may disable Customer's subscription to the Services for legal or regulatory reasons or as otherwise permitted under these Terms & Conditions and the Microsoft Customer Agreement.
6. **Termination.** Notwithstanding any provision to the contrary herein, CITRIN COOPERMAN may terminate the provision of Services to Customer at any time upon thirty (30) days' written notice. Billing of Customer will cease at the end of such thirty-day notice period. Upon notice of termination, Customer shall have ninety (90) days to migrate any of Customer's data to another service or location. Upon request, CITRIN COOPERMAN in its sole and absolute discretion may assist Customer with migration of its Customer Data at an additional charge agreed to by Customer and CITRIN COOPERMAN. Furthermore, the Services shall be available to Customer only to the extent that Microsoft continues to authorize CITRIN COOPERMAN to offer and provide the Services, and if such authorization terminates expires for any reason, CITRIN COOPERMAN may immediately discontinue and terminate its provision of the Services to Customer. Microsoft may also terminate or suspend Customer's status as a customer at any time. In the event of suspension of Customer's status by Microsoft, CITRIN COOPERMAN shall immediately suspend the provision of the Services to Customer until Customer's status is reinstated. In the event of termination of Customer's status by Microsoft, CITRIN COOPERMAN will immediately terminate the provision of the Services to Customer, and the ninety-day period for migration of Customer's data shall immediately begin. CITRIN COOPERMAN reserves the right to suspend services at any time if Customer has not paid invoices by the invoice due date.
7. **Service Level Agreement Credits.** Microsoft makes certain service level agreement commitments ("SLA") to Customers with respect to delivery and/or performance of its online services. If Customer makes a claim on the SLA, CITRIN COOPERMAN will escalate the claim to Microsoft for review. Microsoft will review the claim according to its standard SLA review process. If, as a result of the review of the claim by Microsoft, a credit is determined to be due to Customer, it will be reflected on the next invoice by CITRIN COOPERMAN to Customer. Credits shall not exceed the total monthly subscription estimated retail price. CITRIN COOPERMAN and Microsoft reserve the right to audit outages on a per subscription or per service basis at any time.
8. **Support.** CITRIN COOPERMAN will provide to Client designated contacts Support Services, to the extent applicable to the type of Cloud Services purchased. "Support Services" shall mean telephone and/or email support to Client designated contacts from CITRIN COOPERMAN's Customer Care staff in response to telephone calls or emails from Client designated contacts to CITRIN COOPERMAN's Customer Care email address or telephone number concerning technical support issues or questions relating to Client's software or information technology system and that qualify as Support Incidents. The personnel utilized by CITRIN COOPERMAN in the performance of Support Services and as Customer Care Staff Members under this Agreement shall be selected solely by CITRIN COOPERMAN. If an issue is determined by CITRIN COOPERMAN, in its sole discretion, not to be a Support Incident, CITRIN COOPERMAN shall first notify Client (either verbally, by email, or by any other means) of its determination that such issue is not a Support Incident. After such notification,

CITRIN COOPERMAN and Customer shall enter into a Master Services Agreement (“MSA”) which shall set forth the terms under which the Customer requested additional services shall be provided. In the event Client is unable to reach the Customer Care Staff by telephone to discuss a Support Incident, a Customer Care Staff Member will respond to Client’s phone message or e-mail request within the period identified in the table below. If Client’s Support Incident request is received outside Regular Support Hours, the Response Time will commence at the beginning of the next period for Regular Support Hours (i.e., 8:00 a.m. P.S.T.). Response Times are not guaranteed during holidays or CITRIN COOPERMAN company events. CITRIN COOPERMAN does not guarantee resolutions to Support Incidents within the guaranteed Response Time period.

Regular Support Hours for all plans are from 8:00 a.m. P.S.T. to 5:00 p.m. P.S.T. Monday through Friday, not including holidays. CITRIN COOPERMAN may change the Regular Support Hours in its discretion, upon thirty days written notice to Customer.

<b>PROBLEM SEVERITY</b>	<b>INITIAL RESPONSE TIME</b>	<b>COVERAGE</b>	<b>CLASSIFICATION</b>
<b>Emergency</b>	1 hour 2 hours on nights and weekends	8 am to 5 pm PST 24-hour & weekend coverage via CITRIN COOPERMAN CC phone line	System Down
<b>Critical</b>	2 business hours	8 am to 5 pm PST M-F 24-hour via CITRIN COOPERMAN CC line	Lost connectivity, significant business process impact and user count impact
<b>Normal</b>	8 hours/next business day	8 business hours	System errors exist, workarounds available, low user count impact
<b>Low</b>	16 hours/2 <sup>nd</sup> business day	48 business hours	Maintenance and administration

In all cases, documentation will be provided when available and it will be the client's responsibility to apply resolution steps in their environment. The rates set forth in the MSA will apply if the client requests CITRIN COOPERMAN to access the client's environment to apply resolution steps. CITRIN COOPERMAN will escalate issues to Microsoft support as needed including, but not limited to: undocumented problems with the service, service availability, and bugs or other irregularities that affect service operation.

**Covered Support Incidents:**

- **Microsoft Cloud service health incident and advisory information**

- **Provisioning licenses**
- **Microsoft Docs and related knowledge base articles and/or reference documentation**
- **Billing and subscription questions**

9. **Customer Data.** Customer hereby consents to and authorizes CITRIN COOPERMAN and Microsoft to accept from Customer personal data and process such data in the provision of the Services. CITRIN COOPERMAN and Microsoft may collect, use, transfer, disclose, and otherwise process Customer's data, including personal data. CITRIN COOPERMAN shall comply with all applicable legal requirements regarding privacy and data protection. CITRIN COOPERMAN shall use Customer's data only in connection with providing the Services and support to Customer and to assist Customer in the proper administration of the Services and products associated therewith. CITRIN COOPERMAN shall only access and disclose to law enforcement or other government authorities to the extent required law data from, about or related to Customer, including the content of communications. As and to the extent required by law, Customer shall notify the individual users of the Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by CITRIN COOPERMAN, and Customer shall obtain the users' consent to same.

10. **WARRANTY.** MICROSOFT WARRANTS ITS PRODUCTS AS DESCRIBED IN THE MICROSOFT CUSTOMER AGREEMENT. UNLESS REQUIRED BY APPLICABLE LAWS, CITRIN COOPERMAN GIVES NO EXPRESS WARRANTIES, REPRESENTATIONS OR CONDITIONS AS TO THE SERVICES AND MICROSOFT'S PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITRIN COOPERMAN DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES AND CONDITIONS, SUCH AS IMPLIES WARRANTIES OR MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CITRIN COOPERMAN MAKES NO WARRANTIES OR CONDITIONS AS TO ITEMS OR SERVICES DISTRIBUTED OR PROVIDED UNDER A THIRD PARTY NAME, COPYRIGHT, TRADEMARK OR TRADE NAME THAT MAY BE OFFERED WITH OR INCORPORATED WITH THE SERVICES OR MICROSOFT'S PRODUCTS.

11. **LIMITATION OF LIABILITY.** CITRIN COOPERMAN SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IN NO EVENT SHALL CITRIN COOPERMAN'S LIABILITY FOR ACTIONS ARISING FROM OR RELATED TO THE SERVICES EXCEED THE AMOUNT OF FEES FOR SUCH SERVICES (EXCLUDING COSTS FOR MICROSOFT OR OTHER THIRD PARTY SOFTWARE) RECEIVED BY CITRIN COOPERMAN.

12. **Assignment and Delegation.** Except as may be otherwise provided herein or in the Microsoft Customer Agreement, the rights and responsibilities under these Terms & Conditions may not be assigned or delegated in whole or in part by either party without the prior express written consent of the other party.

13. Any and all claims by Customer arising with respect to or relating to the services provided under this Order must be commenced within one year following the date on which Citrin Cooperman delivered the work product which is the subject of the claim, by filing a written request for mediation. If this Order is terminated and the related deliverables are not delivered to the Customer, for any reason, any and all claims by Customer arising under this Order must be commenced within one (1) year of the date Customer is informed of the Order's termination.
14. **Governing Law.** These Terms & Conditions, all acts and transactions pursuant hereto, and the rights and obligations of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles.
15. **Dispute Resolution** Any dispute arising out of or relating to this Order, a related Customer Service Agreement ("CSA"), a related SOW, or other aspects of the provision of the Services, or breach thereof, shall first be submitted for good faith mediation administered by the American Arbitration Association ("AAA") and its Accounting and Related Services Arbitration Rules and Mediation Procedures (the "Rules").

The Parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties. Mediation shall take place at a place to be designated by the parties in New York, New York. No litigation, arbitration or other proceeding shall be commenced prior to sixty days after the parties' first appearance before the mediator.

If the dispute is not resolved by mediation within sixty days of the parties' first appearance before the mediator, then the parties shall have an additional sixty days to file a written demand for arbitration administered by the AAA under the Rules. If the parties fail to file the written demand for arbitration within this sixty-day period, the parties agree that any potential claims shall be deemed to have been waived.

The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place at a place to be designated by the parties. The arbitrator shall be a fit and impartial person and shall have at least ten years of experience in commercial litigation, accounting, technology consulting, or a similar field connected to the subject matter of the dispute. The arbitrator, with the aforementioned requisite qualifications, shall be selected pursuant to the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator only upon a showing of substantial need by the party seeking discovery. All aspects of the arbitration shall be



treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules. The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

This Order, its enforcement and any dispute relating in any way to any related CSA, SOW or the provision of Services will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

The invalidity or unenforceability of any provision of this Order shall not affect the validity or enforceability of any other provision.

16. This Order and including any exhibits and related SOWs, constitutes the entire agreement between the Parties concerning the Services to be provided by Citrin Cooperman to Customer, supersedes all prior and contemporaneous communications or agreements, written or oral, concerning the Services and is intended by the Parties to be a complete and exclusive statement of the terms of the agreement between them concerning the Services to be provided by Citrin Cooperman to Customer. This Order may only be modified, amended or supplemented by a writing signed by authorized representatives of both Parties.
17. **Force Majeure.** Neither party shall be liable for failure to perform or delay in performing any obligation, other than payment of money, under these Terms & Conditions if such failure or delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, shortage of labor, materials or equipment, legal prohibition, governmental action, riot, insurrection, damage, destruction, or any other cause beyond the control of the defaulting party preventing or delaying the performance.
18. **Waiver of Breach.** Either party's waiver of any breach or default by the other party, or of any right or benefit of any provision herein or any portion of any provision herein, shall not constitute a waiver of any different or subsequent breach or default, or right or benefit.
19. **Severability of Unenforceable Provisions.** If any provision herein, or any portion of any provision herein, is held to be invalid, illegal or unenforceable for any reason, such invalidity or illegality shall be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
20. **Contracting Authority.** If an individual's accepts these Terms & Conditions on behalf of Customer, and Customer is an entity, such individual represents that he or she has the legal authority to enter into these Terms & Conditions on Customer's behalf.
21. **Entire Agreement.** These Terms & Conditions, along with the Order and the Microsoft Customer Agreement, constitute the entire agreement between CITRIN COOPERMAN and Customer concerning

the Services, supersedes all prior and contemporaneous communications or agreements, written or oral, relating to the Services, and is intended by CITRIN COOPERMAN and Customer to be a complete and exclusive statement of the terms of the agreement between them concerning the Services. This Agreement may only be modified, amended, or supplemented by a writing signed by authorized representatives of CITRIN COOPERMAN and Customer (and Microsoft, as applicable).



## MICROSOFT CUSTOMER AGREEMENT

This Microsoft Customer Agreement (the “Agreement”) is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under “Definitions.”

### General Terms

#### ***License to use Microsoft Products***

- a. Licenses for Products.** Products are licensed and not sold. Upon Microsoft’s acceptance of each order and subject to Customer’s compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- b. Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.
- c. End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- d. Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement.
- e. Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- f. Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (i) reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);
  - (ii) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
  - (iii) work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;
  - (iv) separate and run parts of a Product or Services Deliverable on more than one device;
  - (v) upgrade or downgrade parts of a Product at different times;
  - (vi) transfer parts of a Product separately; or
  - (vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.
- g. License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- h. Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

### ***Professional Services***

- a. Performance of Professional Services.** Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Pre-existing Work.** All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

- d. Services Deliverables.** Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.
- e. Affiliates' rights to Services Deliverables.** Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

### ***Non-Microsoft Products***

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

### ***Verifying compliance***

- a. Verification process.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.
- b. Remedies for non-compliance.** If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

### ***Data Protection and Processing***

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

## **Confidentiality**

- a. Confidential Information.** “Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer’s account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party’s business, products, or services.
- b. Protection of Confidential Information.** Each party will take reasonable steps to protect the other’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.
- c. Disclosure required by law.** A party may disclose the other’s Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.
- d. Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.
- e. Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

## **Warranties**

- a. Limited warranties and remedies.** To the extent permitted by applicable law, the remedies below are Customer’s sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

  - (i) Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer’s use. Customer’s remedies for breach of this warranty are described in the SLA.
  - (ii) Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies

Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.

**(iii) Professional Services.** Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.

- b. Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.
- c. Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided “AS IS,” WITHOUT ANY WARRANTY OR CONDITION.

### ***Defense of third-party claims***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties’ sole remedies and entire liability for such claims.

- a. By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer’s license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer’s continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.
- b. By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer’s behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party;

or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

### ***Limitation of liability***

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

- a. Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.
- b. Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).
- c. Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.
- d. Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- e. Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.
- f. Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.
- g. Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

### ***Partners***

- a. Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from



Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

- b. Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.
- c. Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

### ***Pricing and payment***

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

- a. Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.
- b. Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.
- c. Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

- d. Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated, and payable monthly, or the highest amount allowed by law, if less.
- e. Cancellation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancellation fee. More details about cancellation can be found in the Product Terms.
- f. Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.
- g. Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

### ***Term and termination***

- a. Term.** This Agreement is effective until terminated by a party, as described below.
- b. Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.

- c. Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:
- (i)** All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.
  - (ii)** All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.
  - (iii)** If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
  - (iv)** Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.
- d. Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.
- e. Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

### ***Modifications to this Agreement***

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

- a. DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.
- b. Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a

new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.

- c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.

### ***Miscellaneous***

- a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.
- b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.
- c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.
- e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.
- g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.
- h. **Notices.** All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

- i. Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.
- j. Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

  - (i)** If Microsoft brings the action, the venue will be where Customer has its headquarters.
  - (ii)** If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
  - (iii)** If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.
  - (iv)** The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.
- k. Order of precedence.** If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- l. Microsoft Affiliates and subcontractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.
- m. Government procurement rules.** If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.
- n. Compliance with Trade Laws.** Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the

import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control (“OFAC”) (“Trade Laws”). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

## **Definitions**

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party.

“Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

“DPA” means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at <https://aka.ms/DPA> or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

“End User” means any person Customer permits to use a Product or access Customer Data.

“Fix” or “Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Licensing Site” means <http://www.microsoft.com/licensing/docs> or a successor site.

“Material Adverse Change” means any change to the Use Rights for a Product that could reasonably affect Customer’s decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

“Microsoft” means Microsoft Corporation.

“Microsoft Support Services” means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

“Non-Microsoft Product” means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Pre-Existing Work” means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

“Product” means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the Use Rights and other terms, as updated from time to time, which are published at <https://www.microsoft.com/licensing/terms> or a successor site.

“Professional Services” means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. “Professional Services” do not include Online Services.

“Professional Services Data” means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors, and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Services Deliverables” means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Statement of Services” means any order under this Agreement that includes or describes Professional Services.

“Subscription” means a license for Customer to use or access a Product during a defined period of time.

“use” means to copy, download, install, run, access, display, or otherwise interact with.

“Use Rights” means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.



**ATTACHMENT 7.4**

**PALMDALE WATER DISTRICT JANUARY 13, 2025 AGENDA**

AGENDA ITEM NO. 7.4) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2025 Budget:

- 1) California Special Districts Association (CSDA) Webinar: Prevailing Wage Update 2025 to be held January 14, 2025.
- 2) CSDA 2025 CSDM Study Group to be held January 15, 2025.
- 3) CSDA Virtual Workshop: Records Management to be held January 15 - 16, 2025.
- 4) CSDA Webinar: Transparency in Action: Unlocking the Brown Act to be held January 21, 2025.
- 5) CSDA Virtual Workshop: Board Member Best Practices to be held January 22 - 23, 2025.
- 6) CSDA Webinar: 2025 Annual Employment Law Update to be held January 28, 2025.
- 7) 2025 California American Ground Water Trust - Association of Ground Water Agencies (AGWT - AGWA) Groundwater Conference to be held February 3 - 4, 2025 in Ontario.
- 8) CSDA Webinar: Ethics AB 1234 Compliance Training to be held February 4, 2025.
- 9) CSDA Webinar: Sexual Harassment Prevention Training for Supervisors to be held February 6, 2025.
- 10) CSDA Webinar: Sexual Harassment Prevention for Non-Supervisors to be held February 11, 2025.
- 11) CSDA Webinar: Exploring Financial Strategies: Funding Options for Special Districts to be held February 18, 2025.
- 12) CSDA Virtual Workshop: SDLA Module 1 - Governance Foundations to be held February 19 - 20, 2025.
- 13) CSDA Leadership Lessons with Board Members to be held February 21, 2025.
- 14) CSDA Maximize Your Membership Series: Resources for Board Members / Trustees to be held February 24, 2025.
- 15) Public Relations Society of America (PRSA) 2025 Western District Conference to be held February 24 - 26, 2025 in Universal City.
- 16) American Membrane Technology Association (AMTA) / American Water Works Association (AWWA) 2025 Membrane Technology Conference & Exposition to be held February 24 - 27, 2025 in Long Beach.
- 17) CSDA Webinar: Board Member and District Liability Issues 2025 to be held February 25, 2025.
- 18) Association of California Water Agencies (ACWA) DC 2025 - Annual Washington, D.C. Conference to be held February 25 - 27, 2025.
- 19) CSDA Virtual Workshop: Budget Preparations for Special Districts to be held February 26 - 27, 2025.
- 20) CSDA Webinar: California Public Records Act Update 2025 to be held March 4, 2025.
- 21) Public Risk Management Association (PRIMA) Leadership Academy to be held March 4 - 5, 2025 in Alexandria, VA.

- 22) CSDA Webinar: AI in 2025: Legal Landscape & Strategic Imperatives to be held March 11, 2025.
- 23) CSDA Virtual Workshop: Introduction to Project Management to be held March 12 - 13, 2025.
- 24) Water Education Foundation Lower Colorado River Tour 2025 to be held March 12 - 14, 2025.
- 25) WaterReuse 2025 Symposium to be held March 16 - 19, 2025 in Tampa, FL.
- 26) CSDA Webinar: Grant Funding Readiness (including FEMA PA) and Continuity Planning for Maintaining Essential Services to be held March 18, 2025.
- 27) Antelope Valley Economic Development and Growth Enterprise (AV EDGE) 2025 Spring Business Summit to be held March 20, 2025 in Lancaster.
- 28) 2025 Special District Risk Management Authority (SDRMA) Spring Education Day to be held March 26, 2025 in Sacramento.
- 29) SDRMA Spring Education Day: SDLA Governance Foundations to be held March 26, 2025 in Sacramento.
- 30) CSDA Webinar: The ABC's of Special District Leadership Foundation (SDLF) - 2025 Update to be held April 1, 2025.
- 31) 2025 California Association of Public Information Officials (CAPIO) Annual Conference to be held April 1 - 4, 2025 in Napa.
- 32) CSDA Virtual Workshop: SDLA Module 2: Charting the Course / Setting Direction to be held April 2 - 3, 2025.
- 33) Water Education Foundation Water 101 Workshop – The Basics & Beyond to be held April 10, 2025 in Sacramento.
- 34) CSDA Workshop: Supervisory Skills for the Public Sector to be held April 8, 2025 in Sacramento.
- 35) CSDA Workshop: HR Boot Camp for Special Districts to be held April 9, 2025 in Sacramento.
- 36) CSDA Webinar: CALPERS Update to be held April 15, 2025.
- 37) CSDA Virtual Workshop: Prevailing Wage: Basics and Beyond to be held April 16 - 17, 2025.
- 38) CSDA 2025 Special District Leadership Academy to be held April 21 - 24, 2025 in La Quinta.
- 39) CSDA Webinar: GASB 68, 75, 87 ,96, 101: What’s All the Fuss About? to be held April 29, 2025.
- 40) CSDA Virtual Workshop: Policy and Procedure Writing to be held April 30 - May 1, 2025.
- 41) CSDA Workshop: Financial Management for Special Districts to be held May 1, 2025 in Sacramento.
- 42) CSDA Leadership Lessons with District Managers to be held May 2 ,2025.
- 43) 2025 California HR (CAHR25) Conference by Professionals in Human Resources Association (PIHRA) to be held May 4 - 6, 2025 in Anaheim.
- 44) CSDA Maximize Your Membership: Resources for General Managers to be held May 5, 2025.
- 45) CSDA Webinar: Innovative Approaches to Building Infrastructure: Design-Bid-Build to be held May 6, 2025.

- 46) CSDA Virtual Workshop: Organizational Development to be held May 7 - 8, 2025.
- 47) CSDA Webinar: Successful Communication Strategies for Public Agencies to be held May 13, 2025.
- 48) ACWA 2025 Spring Conference & Expo to be held May 13 - 15, 2025 in Monterey.
- 49) CSDA 2025 Special Districts Legislative Day to be held May 20 - 21, 2025 in Sacramento.
- 50) PRIMA25 Annual Conference to be held June 1 - 4, 2025 in Seattle, WA.
- 51) CSDA Webinar: How Special Districts Can Implement Budget-Neutral Energy Efficiency Projects with Low-Cost Financing to be held June 3, 2025.
- 52) California Hydrogen Leadership Summit to be held June 3 - 4, 2025 in Sacramento.
- 53) CSDA Virtual Workshop: Overview of Special Districts Laws to be held June 4 - 5, 2025.
- 54) AWWA 2025 Annual Conference & Exposition (ACE) to be held June 8 - 11, 2025 in Denver, CO.
- 55) CSDA Maximize Your Membership: Resources for Board Secretaries / Clerks to be held June 9, 2025.
- 56) CSDA Webinar: Mastering Good Governance for a Better District to be held June 10, 2025.
- 57) CSDA Webinar: Developing and Updating Comprehensive Emergency Operations Plans for Special Districts to be held June 17, 2025.
- 58) CSDA 2025 General Manager Leadership Summit to be held June 29 – July 1, 2025 in Olympic Valley.
- 59) CSDA Pre-GM Summit Workshop: So, You Want to Be a GM? to be held June 29, 2025 in Olympic Valley.
- 60) Society for Human Resource Management (SHRM) Annual Conference & Expo 2025 to be held June 29 - July 2, 2025 in San Diego.
- 61) CSDA Webinar: Building Tomorrow: Mastering Capital Project Financing for Special Districts to be held July 22, 2025.
- 62) 2025 40<sup>th</sup> Annual Tri-State Seminar to be held August 4 - 7, 2025 in Las Vegas, NV.
- 63) CSDA 2025 Annual Conference & Exhibitor Showcase to be held August 25 - 28, 2025 in Monterey.
- 64) CSDA Pre-Annual Conference Workshop: SDLA Governance Foundations to be held August 25, 2025 in Monterey.
- 65) CSDA Pre-Annual Conference Workshop: So, You Want to Be a GM? to be held August 25, 2025 in Monterey.
- 66) 2025 WateReuse California Annual Conference to be held September 7 - 9, 2025 in San Diego.
- 67) CSDA Webinar: Do's and Don'ts of Initiative Campaigns to be held September 9, 2025.
- 68) 2025 National Safety Council (NSC) Safety Congress & Expo to be held September 15 - 17, 2025 in Denver, CO.
- 69) CSDA Webinar: California Government Compensation Reporting Rules and Requirements to be held September 16, 2025.
- 70) CSDA Virtual Workshop: SDLA Module 3 Board's Role in Finance and Fiscal Accountability to be held September 17 - 18, 2025.
- 71) CSDA Webinar: Dealing with Evolving Boundaries and Boards By-Division, Voting, Vacancies and More to be held September 23, 2025.

- 72) CSDA Leadership Lessons with Finance Professionals to be held September 26, 2025.
- 73) Public Sector Human Resources Association (PSHRA) Annual Conference 2025 to be held September 29 – October 1, 2025 in Cleveland, Ohio.
- 74) CSDA Virtual Workshop: Organizational Development to be held October 1 - 2, 2025.
- 75) CSDA 2025 Special District Leadership Academy to be held October 5 - 8, 2025 in Redding.
- 76) CSDA Webinar: Sexual Harassment Prevention Training for Supervisors to be held October 14, 2025.
- 77) CSDA Virtual Workshop: HR Boot Camp for Special Districts to be held October 15 - 16, 2025.
- 78) CSDA Webinar: Sexual Harassment Prevention for Non-Supervisors to be held October 16, 2025.
- 79) CSDA Webinar: Ethics AB 1234 Compliance Training to be held October 21, 2025.
- 80) CSDA 2025 Board Secretary/Clerk Conference to be held October 27 - 29, 2025 in Santa Rosa.
- 81) CSDA Workshop: Overview of Special District Laws to be held November 3, 2025 in Sacramento.
- 82) CSDA Webinar: Accommodating Mental Health Disabilities – Strategies for Success to be held November 4, 2025.
- 83) CSDA Virtual Workshop: Financial Management for Special Districts to be held November 5 - 6, 2025.
- 84) CSDA Leadership Lessons with Human Resource Professionals to be held November 7, 2025.
- 85) CSDA Virtual Workshop: Supervisory Skills for the Public Sector to be held November 12 - 13, 2025.
- 86) CSDA 2025 Special District Leadership Academy to be held November 16 - 19, 2025 in Seaside.
- 87) CSDA Webinar: General Manager Evaluations: A Strategic Approach to be held December 2, 2025.
- 88) ACWA 2025 Fall Conference & Expo to be held December 2 - 4, 2025 in San Diego.
- 89) CSDA Virtual Workshop: SDLA Module 4 Board’s Role in Human Resources to be held December 3 - 4, 2025.
- 90) Welding Skills Test & Training Center - Multiple dates.
- 91) CSDA On-Demand Webinar: “But it’s Our Standard Contract” – Sign This, Not That.
- 92) CSDA On-Demand Webinar: 2024 Annual Employment Law Update.
- 93) CSDA On-Demand Webinar: 2024 Ethics AB 1234 Compliance Training.
- 94) CSDA On-Demand Webinar: 2024 Sexual Harassment Prevention Training for Supervisors.
- 95) CSDA On-Demand Webinar: A Guide to Creating New Board Member Orientations.
- 96) CSDA On-Demand Webinar: A Legislative, Legal & Local Response to PFAS: 2024 Update.
- 97) CSDA On-Demand Webinar: ACA 13 Membership Overview.
- 98) CSDA On-Demand Webinar: Addressing Cybersecurity Risks.
- 99) CSDA On-Demand Webinar: Avoiding Common Mishaps – The Reasonable Accommodation Process.

- 100) CSDA On-Demand Webinar: AWIA Risk Assessment and Emergency Response Plan.
- 101) CSDA On-Demand Webinar: Board Member and District Liability Issues 2022.
- 102) CSDA On-Demand Webinar: Board Member/Trustee On-Demand Webinars Bundle.
- 103) CSDA On-Demand Webinar: Board Secretaries/Clerks Inspiration Knowledge.
- 104) CSDA On-Demand Webinar: Board Secretary/Clerk Bundle.
- 105) CSDA On-Demand Webinar: Building Relationships with Your Lawmaker's District Office.
- 106) CSDA On-Demand Webinar: California Public Records Act 2024 Update.
- 107) CSDA On-Demand Webinar: Connecting to Enhance Performance Management.
- 108) CSDA On-Demand Webinar: Creating & Implementing a Successful Communications Strategy.
- 109) CSDA On-Demand Webinar: Customer Service Excellence in the Public Sector.
- 110) CSDA On-Demand Webinar: Demystifying LAFCOs.
- 111) CSDA On-Demand Webinar: Developing a Groundwater Sustainability Plan.
- 112) CSDA On-Demand Webinar: Diversity and Inclusion: Why It Matters for Leaders.
- 113) CSDA On-Demand Webinar: Dos and Don'ts of Initiative Campaigns.
- 114) CSDA On-Demand Webinar: Effective Management of People in a Hybrid Workplace.
- 115) CSDA On-Demand Webinar: Effective Meeting Management Through Parliamentary Procedure.
- 116) CSDA On-Demand Webinar: Elections Update: The State of the CVRA and Redistricting.
- 117) CSDA On-Demand Webinar: Ethics AB 1234 Compliance Training SPANISH.
- 118) CSDA On-Demand Webinar: Final Cal/OSHA Covid-19 Safety Standard.
- 119) CSDA On-Demand Webinar: Finance Bundle.
- 120) CSDA On-Demand Webinar: Financing with Flexibility.
- 121) CSDA On-Demand Webinar: Fraud Detection and Prevention for Special Districts.
- 122) CSDA On-Demand Webinar: Fundamentals of Tax-Exempt Financing.
- 123) CSDA On-Demand Webinar: Gender Identity and Expression in the Workplace.
- 124) CSDA On-Demand Webinar: General Manager Evaluations.
- 125) CSDA On-Demand Webinar: General Manager On-Demand Webinars Bundle.
- 126) CSDA On-Demand Webinar: Good Governance.
- 127) CSDA On-Demand Webinar: Grant Funding 101 for Special Districts.
- 128) CSDA On-Demand Webinar: Grant Funding 201 for Special Districts.
- 129) CSDA On-Demand Webinar: Grassroots Advocacy and Public Outreach.
- 130) CSDA On-Demand Webinar: How and Why Involvement in Local Agency Formation Commission (LAFCO) Matters for Special District.
- 131) CSDA On-Demand Webinar: How to Build a Better Multi-Year Strategic Plan.
- 132) CSDA On-Demand Webinar: How to Build a Solid Financial Foundation for Your District.
- 133) CSDA On-Demand Webinar: How to Develop a DEIB Roadmap for Your Agency.
- 134) CSDA On-Demand Webinar: How to Develop Your Agency's Succession Plan.
- 135) CSDA On-Demand Webinar: How to Handle an Unexpected Surge in PRA Requests.
- 136) CSDA On-Demand Webinar: How to Successfully Navigate the Meet and Confer Process.
- 137) CSDA On-Demand Webinar: Human Resources Bundle.
- 138) CSDA On-Demand Webinar: Initiative 1935 Could Retroactively Invalidate Your Revenue.
- 139) CSDA On-Demand Webinar: Intro to Special District Finances for Board Members.

- 140) CSDA On-Demand Webinar: Is Your District “Recession Ready?”
- 141) CSDA On-Demand Webinar: Keeping Up with the Brown Act.
- 142) CSDA On-Demand Webinar: Learn ADA Compliance and Transparency Without Falling Asleep.
- 143) CSDA On-Demand Webinar: Lease / Purchase Financing: The Participants and the Process.
- 144) CSDA On-Demand Webinar: Maximizing Employee Potential Through Coaching.
- 145) CSDA On-Demand Webinar: Navigating Prop 218 Rates and Fees.
- 146) CSDA On-Demand Webinar: Navigating the Surplus Land Act.
- 147) CSDA On-Demand Webinar: National Special Districts Coalition (NSDC) in 2023: Federal Priorities, Grants, and More!
- 148) CSDA On-Demand Webinar: NSDC Presents: Preparing for FY25 Congressional Earmarks.
- 149) CSDA On-Demand Webinar: Prevailing Wage Update 2024.
- 150) CSDA On-Demand Webinar: Prudently and Proactively Managing Pension Liabilities.
- 151) CSDA On-Demand Webinar: Ratepayer Assistance and Water Shut-Off Laws.
- 152) CSDA On-Demand Webinar: Records Retention and Management in the Electronic Age.
- 153) CSDA On-Demand Webinar: Reserve Policies for Special Districts: How Much is Enough?
- 154) CSDA On-Demand Webinar: Revenue Enhancements for Special Districts.
- 155) CSDA On-Demand Webinar: Save the Drama: Managing Challenging Employee Situations.
- 156) CSDA On-Demand Webinar: School Partnerships.
- 157) CSDA On-Demand Webinar: Search Engine Optimization (SEO) to Support Communication.
- 158) CSDA On-Demand Webinar: Sexual Harassment Prevention – Spanish.
- 159) CSDA On-Demand Webinar: Significance and Lifespan of Municipal Service Reviews.
- 160) CSDA On-Demand Webinar: Special District Workforce Partnerships.
- 161) CSDA On-Demand Webinar: Special Districts & Nextdoor: Opportunity is Knocking.
- 162) CSDA On-Demand Webinar: Special Districts Resilience Summit.
- 163) CSDA On-Demand Webinar: Take Action: Engaging with Your Legislators.
- 164) CSDA On-Demand Webinar: The ABC's of Special District Leadership Foundation (SDLF).
- 165) CSDA On-Demand Webinar: The Critical Nature of Communications in the Public Agency.
- 166) CSDA On-Demand Webinar: The Do's and Don'ts of Payroll, Taxes, and CalPERS.
- 167) CSDA On-Demand Webinar: The Ever-Evolving Landscape of Cybersecurity.
- 168) CSDA On-Demand Webinar: The Great Board Chair.
- 169) CSDA On-Demand Webinar: The New World of Remote Work.
- 170) CSDA On-Demand Webinar: Tips and Tricks for CSDA Annual Awards.
- 171) CSDA On-Demand Webinar: Tools for Managing Disaster Response and Recovery.
- 172) CSDA On-Demand Webinar: Tools for Workplace Violence De-escalation.
- 173) CSDA On-Demand Webinar: Tune Up to Get, and Stay, in Peak Legal Shape.
- 174) CSDA On-Demand Webinar: Understanding Implicit Bias Through Cultural Intelligence.
- 175) CSDA On-Demand Webinar: Understanding the Roles/Responsibilities of Public Employees.
- 176) CSDA On-Demand Webinar: Unlocking Efficiency with Time-Saving Cloud Tools.

- 177) CSDA On-Demand Webinar: Water and Service Rates in Today's Environment.
- 178) CSDA On-Demand Webinar: Water Infrastructure Funding Information Session.
- 179) CSDA On-Demand Webinar: What Every Board Member Should Know.
- 180) CSDA On-Demand Webinar: Who Does What? Best Practices for Board/Staff Roles.
- 181) CSDA On-Demand Webinar Who Does What? Best Practices in Board/Staff Relations.
- 182) CSDA On-Demand Webinar: Winning Federal Grants.