



**INCORPORATING SOURCEWELL JOINT POWERS AUTHORITY CONTRACT
WITH PALMER HAMILTON**

This Agreement (“Agreement”) is entered into on **December 6, 2024**, by and between the **Mt. Diablo Unified School District** (“District”) and **Palmer Hamilton LLC** (“Vendor”) (collectively referred to as the “Parties” and individually as a “Party”) through a master agreement procured by Sourcewell, formerly known as the National Joint Powers Alliance or NJPA (“Sourcewell”) **Contract # 091423-PHL** as follows:

RECITALS

WHEREAS, the District wishes to purchase cafeteria and dining space furniture and design services (the “Products”) from Vendor in a cost-effective manner for the District’s School sites, Rio Vista Elementary, Bancroft Elementary, Diablo View Middle, Gregory Gardens Elementary, Meadow Homes Elementary, Northgate High, and Pleasant Hill Middle Schools (“Sites”);

WHEREAS, California Government Code § 6500 *et seq.*, inclusive of § 6502, provides that two or more public agencies, if authorized by their legislative or other governing bodies, may jointly exercise any power common to them by forming a Joint Powers Association (“JPA”), even though one or more of the JPA members may be located outside the State of California;

WHEREAS, California Government Code § 6502 provides that it shall not be necessary that any common power be exercisable with respect to the geographical area in which such power is to be jointly exercised;

WHEREAS, Sourcewell is a public agency that operates under the legislative authority of the Minnesota State Legislature’s Service Cooperative Statute that follows procurement procedures for products and services in accordance with Minnesota Uniform Municipal Contracting Law, Minnesota Statute § 471.345, and is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23) to serve all government, education, and non-profit agencies nationally;

WHEREAS, the District is a participating public agency member of Sourcewell;

WHEREAS, the District and Sourcewell have the common power to contract;

WHEREAS, on or about July 27, 2023, Sourcewell, on behalf of all participating public agencies, published its Request for Proposal for Furniture Solutions and Related Accessories and Services, RFP #091423 (the “RFP”) in *USA Today*, *The New York State Contract Reporter*, *Oregon’s Daily Journal of Commerce*, *LocaliQ The Oklahoman*, the Sourcewell (f/k/a NJPA) website, ...;



WHEREAS, Palmer Hamilton LLC (“Company”) submitted a proposal to the RFP offering a broad selection of furniture including cafeteria products, accessories, and services with related equipment and supplies (“Company’s Proposal”);

WHEREAS, Sourcewell’s Board of Directors voted to award Company a contract **Sourcewell Contract Number 091423-PHL** under the RFP at its Regular Meeting on December 19, 2023, with an effective start date of December 19, 2023, and an expiration date of December 4, 2027. Company’s Proposal and the Board Resolutions issued by Sourcewell are attached as **Exhibit “A,”** which documents are incorporated herein in their entirety by this reference (“JPA Contract”);

WHEREAS, the District, pursuant to California Government Code § 6500 *et seq.* of the, desires to utilize the JPA Contract for purchase of the Products;

WHEREAS, Company utilizes independent, authorized representatives, distributors, and dealers, such as Vendor, to coordinate the purchase of the Products; and

WHEREAS, Vendor wishes to provide the District with, and install, the Products in accordance with the terms of the JPA Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. The JPA Contract attached hereto as **Exhibit A**, all other documents attached thereto or incorporated therein by reference, including, without limitation, the RFP, and any and all amendments or term extensions to the JPA Contract.
 - 1.2. Vendor’s Scope of Work, dated September 1, 2024, or soon thereafter, which is attached hereto as **Exhibit B**.
2. To the extent any term or condition of this Agreement is inconsistent with the JPA Contract, the JPA Contract shall control, except for the Scope of Work, delivery, payment, venue, jurisdiction, termination for convenience, prevailing wage, term, or other provisions required by California law, in which case this Agreement shall control over all other contradictory provisions in the JPA Contract.
3. Vendor agrees to sell and supply and deliver all Products and perform and complete the Scope of Work as further described in **Exhibit B** attached hereto and pursuant to this Agreement. The Project is the Scope of Work completed at the Site, excluding installation.



4. **Term and Termination:** The contract term shall commence on or about July 1, 2024, and shall terminate on June 30, 2025, unless terminated earlier.
5. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that the Products identified in **Exhibit B** are available under the JPA Contract and the prices under **Exhibit B** are equal to or less than those offered under the JPA Contract.
6. **Compensation.** The not-to-exceed purchase price for the Products, and service shall be five hundred and three thousand, eight hundred and ninety six dollars (\$503,896.00) (the "Contract Price"), as more specifically identified in **Exhibit B**. The Contract Price consists of the cost of all fully-installed Products at the Site, including, without limitation, shipping, taxes, and all Work according to **Exhibit B**.
7. **Payment.** On a monthly basis, Vendor shall submit an invoice for payment based upon the materials purchased and delivered or services performed under the Agreement as of the date of the invoice. Invoices will be processed in accordance with NET 30 Terms on Purchase Order.
8. **Insurance.** Vendor shall not commence the Work until all insurance required under the JPA Contract has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance.
9. **Termination for Convenience.** In addition to the termination rights of the Parties set forth in the JPA Contract, District shall have the right to terminate this Agreement for convenience and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice, addressed as set forth in the JPA Contract, by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by Vendor or no later than three (3) days after the date of mailing, whichever is sooner. Notwithstanding any provision to the contrary, this Termination for Convenience provision shall control over any contradictory provision in the JPA Contract.
10. **Availability of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation:** This Agreement is subject to the budget and fiscal policies, regulations and practices of the District, and approval and appropriation of funds for this Agreement. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated or stated in any approved amendment. If funds are appropriated for only a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the period for which funds are appropriated. Vendor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.
11. **Disallowance:** By executing this Agreement, Vendor certifies that Vendor is not suspended, debarred or otherwise excluded from participation in federal, state or local governmental



programs. Vendor acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

- 12. Submitting False Claims; Monetary Penalties:** Pursuant to Government Code §§ 12650 *et seq.*, any person, including a contractor, subcontractor or Vendor, who submits a false claim, shall be liable to the District for three times the amount of damages which the District sustains because of the false claim.
- 13. Proprietary Information Of District; Student Information:** To the extent applicable, Vendor understands and agrees that, in connection with this Agreement, the Vendor may have access to proprietary and confidential information, which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its Board, employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability. Consequently, Vendor certifies that all information disclosed by the District to the Vendor or in which such information is collected or received by Vendor on District's behalf shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. Confidentiality provisions shall survive termination of this Agreement.
- 14. Indemnification:** Vendor shall indemnify and hold harmless the District, its Board, officers, employees and agents from, and, if requested, shall defend them against any and all claims, demands, liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "claim"), whether actual or alleged, arising directly or indirectly from or in any way connected with the performance of this Agreement by Vendor and/or Vendor's agents, including but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with the criminal background check requirements of Education Code § 45125.1 and/or disclosure of confidential information which might be obtained by Vendor or Vendor's agents in the performance of this Agreement. Notwithstanding the foregoing, Vendor shall have no obligation under this Section with respect to any claim that is caused by the active negligence or willful misconduct of District and which is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Vendor or Vendor's agents.
- 15. Applicable Laws:** Vendor shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time, including but not limited to:



- 15.1. Vendor has the responsibility to know, and comply with, all requirements of California law pertaining to Conflicts of Financial Interest in contracting with public agencies. Vendor certifies that it has read, understood and will comply with conflict of interest laws and regulations, set-forth in Board Rule and Procedure 9270 / Conflict of Interest and the Appendix to Board Rule and Procedure 9270 / Conflict of Interest.
 - 15.2. The District is committed to providing equal opportunity for all individuals in education. Vendor understands and agrees that in providing products/services to the District, it is Vendor's obligation to comply with Board Policy 0410 / Nondiscrimination in District Programs and Activities.
 - 15.3. Vendor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be similarly accessible to the general public regardless of disabilities.
 - 15.4. Vendor's employees, agents or volunteers who will have no contact or will have limited contact and will not interact with District students outside of the supervision and control of student's parents or District staff, are not required to meet criminal background check and subsequent arrest notification requirements under California Education Code § 45125.1. Vendor certifies that Vendor and its employees shall not have limited or frequent or prolonged contact with District students and will not interact with District students outside of the supervision and control of student's parents or District staff in the performance of the Agreement.
- 16. Independent Contractor:** Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the Scope of Work required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or its agents and employees. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.
- 17. LIABILITY OF DISTRICT:** DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT PROVIDED TO CONTRACTOR UNDER THIS AGREEMENT. DISTRICT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, IN CONNECTION WITH THIS AGREEMENT.



18. Miscellaneous Provisions.


- 18.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
- 18.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between District and Vendor and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
- 18.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Contra Costa County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the JPA Contract.
- 18.4. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.
- 18.5. This Agreement may be executed in several counterparts. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 18.6. The Parties acknowledge that this Contract is only binding once it is approved by the District's Governing Board.
- 18.7. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

ACCEPTED AND AGREED, and signed on the dates indicated below:



PALMER HAMILTON LLC

APPROVED:

By: 

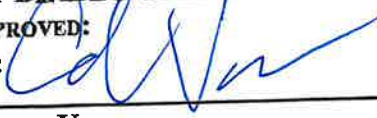
President / CEO

DATE:

1/6/2025

MT DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

By: 

**ADRIAN VARGAS
CHIEF OF BUSINESS SERVICES**

DATE:

1/7/2025

RECOMMENDED:

By: 

**ALEXANDRA EMMOTT,
DIRECTOR OF FOOD AND NUTRITION SERVICES**

DATE:

1/7/2025

REVIEWED TO CONTENT:

By: 

**ELIZABETH MCCLANAHAN
DIRECTOR OF PURCHASING & WAREHOUSE**

DATE:

1/7/2025



WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

To the extent applicable, I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 11/01/2025

Proper Name of Vendor: Palmer Ham. Home LLC

Signature: [Handwritten Signature]

Print Name: JOHN GARDNER

Print Title: PRESIDENT / CEO

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)



CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions (check all that apply):

- Pursuant to Education Code section 45125.2(a), Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor's employees, subcontractors or suppliers and District pupils at all times; and/or
- Pursuant to Education Code section 45125.2(a), Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Vendor under the Contract.
- The Work on the Contract is either (i) at an unoccupied school site and no employee of Vendor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Vendor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Contract.



- The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Vendor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Vendor 's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government
- Vendor's employees or subcontractors will have NO CONTACT or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor's services under this Agreement.

Vendor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

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ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: N/A

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 11/6/2015

Proper Name of Vendor: Palmer Hamilton LLC

Signature: [Signature]

Print Name: Sow Gannon

Title: President / CEO

END OF DOCUMENT



Mt. Diablo Unified School District

EXHIBIT A

SOURCEWELL CONTRACT # 091423-PHL

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Mt. Diablo Unified School District

EXHIBIT B

SCOPE OF WORK

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