



MCFARLAND CITY COUNCIL

McFarland Successor Agency, McFarland Public Finance Authority,
McFarland Improvement Authority, McFarland Parking Authority

Regular Meeting Notice and Agenda

Council Chambers
103 W. Sherwood Ave, McFarland, CA
Website: <https://www.mcfarlandcity.org/>

Thursday, July 25, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARIA PEREZ, *Council Member*

VIEW THE MEETING RECORDINGS ONLINE at www.mcfarlandcity.org/AgendaCenter Recordings will be available approximately one week following the meeting.

HOW TO SUBMIT PUBLIC COMMENTS: The meetings of the City Council and all municipal entities, commissions, and boards ("the City") are open to the public. At regularly scheduled meetings, members of the public may address the city on any item listed on the agenda, or on any non-listed matter over which the city has jurisdiction. At special or emergency meetings, members of the public may only address the city on items listed on the agenda. There is a time limitation of two minutes per person. For any item that is not on the agenda and within the jurisdiction or interest of the city, please come to the podium at this time. The Brown Act does not permit any action or discussion on items not listed on the agenda. If you wish to speak regarding a scheduled agenda item, please come to the podium when the item number and subject matter are announced, and the mayor opens Public Comment on the item. When recognized, please begin by providing your name and address for the record (optional). Anyone wishing to submit written information at the meeting needs to furnish ten (10) copies to the City Clerk in advance to allow for distribution to City Council, staff, and the media. Willful disruption of the meeting shall not be permitted. If the Mayor finds that there is in fact willful disruption of any City Council Meeting, he/she may order the disrupting parties out of the room and subsequently conduct the City's business without them present.

PUBLIC ACCOMMODATIONS: The City of McFarland does not discriminate based on disability and complies with the provisions of the Americans with Disabilities Act (ADA). If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (661) 792-3091 at least 48 hours prior to the meeting to make reasonable arrangements to ensure accessibility to this meeting.

INTERPRETATION: If you need an interpretation of your communications to the City Council into English, please contact the City Clerk Department at 661-792-3091 ext. 2135 at least 48 hours prior to the meeting.

CALL TO ORDER: Mayor Saul Ayon

ROLL CALL:

Mayor/Chair, Saul Ayon
Vice Mayor, Ricardo Cano
Council Member, Amador Ayon
Council Member, Anita Gonzalez
Council Member, Maria T. Pérez

INVOCATION:**PLEDGE OF ALLEGIANCE****INTERPRETATION****FEATURED PET:**

Is a feature that highlights a pet available for adoption from the McFarland Animal Shelter.

- Featured Pet Zoey

APPROVE AGENDA AS TO FORM**PRESENTATIONS, INTRODUCTIONS AND AWARDS**

1. Mujeres Activas Lideres Comunitarias
2. McFarland Tire Shop
3. Animal Control Division
4. Community Development Department
5. Human Resources Department

PUBLIC COMMENT: Members of the public wishing to address the Council about any item not on the agenda may do so at this time. Speakers are limited to two minutes for each person. Fifteen minutes total will be allowed for any one subject. Please state your name and address for the record prior to making a presentation.

COUNCIL COMMENTS**DEPARTMENTAL REPORTS**

CONSENT AGENDA: The Consent Agenda consists of items that in staff's opinion are routine and non-controversial. These items are approved in one motion unless a Council Member or Member from the Public requests to remove a particular item.

6. Approval of Expense Report in the Amount of \$693,557.74 from 6/29/2024 to 7/12/2024.
7. Approval of June 27, 2024, and July 11 Regular Meeting Minutes
8. Authorize City Manager to execute subscription agreement with Civics Plus for the NextRequest software to manage public records requests.
9. Adopt Resolution 2024-88 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

10. Adopt Resolution 2024-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH BHT ENGINEERING, INC., FOR ON-CALL ENGINEERING SERVICES FOR FEDERAL AND STATE FUNDED PROJECTS.
11. Adopt Resolution 2024-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE JOB DESCRIPTION OF THE ASSISTANT ENGINEER/PROJECT MANAGER POSITION
12. Adopt Resolution 2024-92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J. WEBB CONSULTING FOR SUPERVISORY TRAINING SESSIONS

PUBLIC HEARINGS

13. Second reading, by title only, and adopt Ordinance 10-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADDING CHAPTER 20, "UNAUTHORIZED ENCAMPMENTS AND PROHIBITED ACTIVITIES ON PUBLIC PROPERTY" TO TITLE 9 OF THE MCFARLAND MUNICIPAL CODE
14. Introduce and hold first reading, by title only, Ordinance 6-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101 RELATING TO CITY COUNCIL MEETINGS

ADMINISTRATIVE AGENDA

15. Adopt Resolution 2024-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A LICENSE BETWEEN WONDERFUL CITRUS PACKING LLC AND THE CITY OF MCFARLAND TO USE PREMISES.
16. Adopt Resolution 2024-89 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING AGREEMENT BETWEEN THE COUNTY OF KERN AND THE MCFARLAND POLICE DEPARTMENT FOR THE ALLOCATION AND DISBURSEMENT OF KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION TASK FORCE FUNDS.
17. Adopt Resolution 2024-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S COMMUNITY GRANT PROGRAM TO THE MCFARLAND RECREATION FOUNDATION FOR THE INDEPENDENCE DAY FIREWORK EVENT.

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Delano Mosquito Abatement District (DMAD)

COUNCIL STATEMENTS AND REPORTS:

On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. In addition, Council Members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for information. Alternatively, request staff to report to the City Council at a later meeting concerning any matter. Furthermore, the City

Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

CLOSED SESSION

18. Conference with Legal Counsel - Initiation of Litigation (Gov. Code section 54956.9(d)(4)):
(1 Matter)

REPORT OUT FROM CLOSED SESSION

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on July 22, 2024



Paul M. Saldana, Interim City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council August 8, 2024.

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All agenda item and/or supporting documentation is available for public review on the city website at www.mcfarlandcity.org and the office of the City Clerk of the City of McFarland, at 401 W, Kern Ave. McFarland, CA 93250 during regular business hours of 8:00 am – 5:00 pm Monday through Friday, following the posting of the agenda. Any supporting documentation related to an agenda item for an open session of any regular meeting that is distributed after the agenda is posted and prior to the meeting will also be available for review at the same location and available at the meeting.

MCFARLAND POLICE DEPARTMENT: ANIMAL CONTROL OFFICE

12941 Melcher Road, McFarland, CA. 93250

Phone: (661) 792-2121



KENNEL IDENTIFICATION CARD



STAR

Intake ID:	921230011
Breed:	Great Pyrenees
Color:	White
Sex:	Female
Age:	4 years
Weight:	90 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	9/21/2023
Arrival Reason:	Stray
Brought in by:	ACO Munguia
Status:	Available
Location of Impound:	Police Station.
Available Date:	9/24/2023
DAPP Vaccine:	9/21/2023
Stickers Here:	

NOTES: Star is a very loving dog she gets along with other dogs at the shelter. She is very calm and loves to lay around and belly rubs Star would be a great addition to any family with or without pets.

Panacur: 9/22, 9/23, 9/24



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 6/29/2024 - 7/12/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	Inv. 0184931	07/08/2024	Inv. 0184931 Service Console ...	01-150-52200-0000-1	41.40
Advanced Data Storage, Inc.	Inv. 0185885	07/08/2024	Inv. 0185885 Service Console ...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					82.80
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0027358	07/11/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0027358	07/11/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0027359	07/11/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0027360	07/11/2024	American Fidelity - Disability I...	01-22700-0000-1	23.93
American Fidelity	INV0027360	07/11/2024	American Fidelity - Disability I...	30-22700-0000-1	35.70
American Fidelity	INV0027360	07/11/2024	American Fidelity - Disability I...	31-22700-0000-1	11.65
American Fidelity	INV0027360	07/11/2024	American Fidelity - Disability I...	32-22700-0000-1	14.30
American Fidelity	INV0027360	07/11/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0027361	07/11/2024	Health FSA	01-22600-0000-1	54.02
American Fidelity	INV0027361	07/11/2024	Health FSA	30-22600-0000-1	26.09
American Fidelity	INV0027361	07/11/2024	Health FSA	32-22600-0000-1	26.08
American Fidelity	INV0027362	07/11/2024	Life 1	01-22900-0000-1	21.03
American Fidelity	INV0027362	07/11/2024	Life 1	20-22900-0000-1	12.66
American Fidelity	INV0027362	07/11/2024	Life 1	30-22900-0000-1	35.80
American Fidelity	INV0027362	07/11/2024	Life 1	31-22900-0000-1	8.12
American Fidelity	INV0027362	07/11/2024	Life 1	32-22900-0000-1	8.98
American Fidelity	INV0027362	07/11/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0027363	07/11/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0027377	07/11/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0027378	07/11/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
American Fidelity	INV0027388	07/11/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0027389	07/11/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0027390	07/11/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0027391	07/11/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0027392	07/11/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0027412	07/11/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					685.07
Vendor: Auto Zone - Auto Zone					
Auto Zone	INV 6270892926	07/07/2024	INV 6270892926 City Bus A/C	34-520-56600-0000-1	41.63
Vendor Auto Zone - Auto Zone Total:					41.63
Vendor: BHT Engineering, Inc - BHT Engineering, Inc.					
BHT Engineering, Inc.	INV 24-187	07/08/2024	INV 24-187 Job#24602 Cliff Av...	25-000-52960-2402-1	10,215.00
BHT Engineering, Inc.	INV 24-189	07/08/2024	INV 24-189 Job#24604 San Lu...	25-000-52960-2404-1	12,370.00
BHT Engineering, Inc.	Inv No 24-151	07/08/2024	Inv No 24-151 - PM 12462	01-140-56000-8477-1	1,110.00
BHT Engineering, Inc.	Inv No 24-190	07/08/2024	Inv No 24-190 - New sump Br...	01-140-56000-0000-1	13,065.00
BHT Engineering, Inc.	Inv No 24-193	07/08/2024	Inv No 24-193 - Tract 7214 Ph...	01-140-56000-8150-1	4,225.00
BHT Engineering, Inc.	Inv No 24-194	07/08/2024	Inv No 24-194 - PM 12462	01-140-56000-8477-1	477.50
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					41,462.50
Vendor: bootbarn - Boot Barn					
Boot Barn	INV00378075	07/07/2024	FY23-24 BOOT BARN-MICHAEL..	32-510-51800-0000-1	200.00
Vendor bootbarn - Boot Barn Total:					200.00
Vendor: Brenntag - Brenntag Pacific Inc.					
Brenntag Pacific Inc.	INV BPI435169	07/03/2024	INV BPI435169 LA Chemchlor ...	32-510-56000-0000-1	910.75
Brenntag Pacific Inc.	INV BPI435421	07/03/2024	INV BPI435421 LA Chemchlor ...	32-510-56000-0000-1	518.79
Brenntag Pacific Inc.	INV BHI441225	07/08/2024	INV BHI441225 L A Chemchlor...	32-510-58200-0000-1	489.95
Brenntag Pacific Inc.	INV BHI441226	07/08/2024	INV BHI441226 L A Chemchlor...	32-510-58200-0000-1	326.64
Brenntag Pacific Inc.	INV BPI435168	07/08/2024	INV BPI435168 LA Chemchlor ...	32-510-56000-0000-1	1,106.73

Expense Approval Report

Payment Dates: 6/29/2024 - 7/12/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Brenntag Pacific Inc.	INV BPI435170	07/08/2024	INV BPI435170 LA Chemchlor ...	32-510-56000-0000-1	1,106.73
Vendor Brenntag - Brenntag Pacific Inc. Total:					4,459.59
Vendor: BSK ASSOCIATES - BSK ASSOCIATES					
BSK ASSOCIATES	INV AH13455	07/03/2024	INV AH13455 BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH13748	07/03/2024	INV AH13748 Quanti-Tray 51 ...	32-510-58200-0000-1	160.00
BSK ASSOCIATES	INV AH14752	07/03/2024	INV AH14752 Arsenic CA DW I...	32-510-58200-0000-1	100.00
BSK ASSOCIATES	INV AH14910	07/03/2024	INV AH14910 BOD & TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH14955	07/03/2024	INV AH14955 TCP & Trap GC/...	32-510-58200-0000-1	635.00
BSK ASSOCIATES	INV AH15110	07/03/2024	INV AH15110 Quanti-Tray 51 ...	32-510-58200-0000-1	70.00
BSK ASSOCIATES	INV AH15152	07/03/2024	INV AH15152 Nitrate-N TCP	32-510-58200-0000-1	860.00
BSK ASSOCIATES	INV AH15222	07/07/2024	INV AH15222 Quanti-Tray Coli...	30-500-52200-0000-1	370.00
BSK ASSOCIATES	INV AH15248	07/03/2024	INV AH15248 BOD & TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH15407	07/08/2024	INV AH15407 Arsenic, CA DW ...	32-510-58200-0000-1	100.00
BSK ASSOCIATES	INV AH15662	07/08/2024	INV AH15662 Nitrate TCP	32-510-58200-0000-1	560.00
BSK ASSOCIATES	INV AH15912	07/08/2024	INV AH15912 Arsenic, CA DW ...	30-500-58200-0000-1	70.00
BSK ASSOCIATES	INV AH16088	07/08/2024	INV AH16088 BOD TSS	30-500-58200-0000-1	150.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					3,525.00
Vendor: Vulcan Materials Co - CalMat Co.					
CalMat Co.	INV 74016530	07/08/2024	INV 74016530 Patch Material ...	32-510-56410-0000-1	2,382.93
Vendor Vulcan Materials Co - CalMat Co. Total:					2,382.93
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 4195877005	07/07/2024	INV 4195877005 Cintas	01-180-51800-0000-1	54.27
Cintas Corporation No.3	INV 4195877005	07/07/2024	INV 4195877005 Cintas	20-200-51800-0000-1	23.88
Cintas Corporation No.3	INV 4195877005	07/07/2024	INV 4195877005 Cintas	30-500-51800-0000-1	425.53
Cintas Corporation No.3	INV 4195877005	07/07/2024	INV 4195877005 Cintas	32-510-51800-0000-1	63.25
Cintas Corporation No.3	INV 4196605708	07/07/2024	INV 4196605708 Cintas	01-180-51800-0000-1	172.98
Cintas Corporation No.3	INV 4196605708	07/07/2024	INV 4196605708 Cintas	20-200-51800-0000-1	26.88
Cintas Corporation No.3	INV 4196605708	07/07/2024	INV 4196605708 Cintas	30-500-51800-0000-1	111.47
Cintas Corporation No.3	INV 4196605708	07/07/2024	INV 4196605708 Cintas	32-510-51800-0000-1	54.43
Cintas Corporation No.3	INV 4197312552	07/07/2024	INV 4197312552 Cintas	01-180-51800-0000-1	135.58
Cintas Corporation No.3	INV 4197312552	07/07/2024	INV 4197312552 Cintas	20-200-51800-0000-1	28.88
Cintas Corporation No.3	INV 4197312552	07/07/2024	INV 4197312552 Cintas	30-500-51800-0000-1	180.26
Cintas Corporation No.3	INV 4197312552	07/07/2024	INV 4197312552 Cintas	32-510-51800-0000-1	317.11
Cintas Corporation No.3	INV 4198011415	07/08/2024	INV 4198011415 Cintas	01-180-51800-0000-1	190.88
Cintas Corporation No.3	INV 4198011415	07/08/2024	INV 4198011415 Cintas	20-200-51800-0000-1	23.88
Cintas Corporation No.3	INV 4198011415	07/08/2024	INV 4198011415 Cintas	30-500-51800-0000-1	188.65
Cintas Corporation No.3	INV 4198011415	07/08/2024	INV 4198011415 Cintas	32-510-51800-0000-1	63.25
Vendor Cintas - Cintas Corporation No.3 Total:					2,061.18
Vendor: City of Delano - City of Delano					
City of Delano	Delano Police K9 Vehicle 2015...	07/07/2024	Delano Police K9 Vehicle 2015...	01-150-52940-0000-1	5,000.00
Vendor City of Delano - City of Delano Total:					5,000.00
Vendor: CivicPlus - CivicPlus LLC					
CivicPlus LLC	Inv. 294182	07/08/2024	Inv. 294182 Annual City Websi...	01-130-56000-0000-1	16,523.93
Vendor CivicPlus - CivicPlus LLC Total:					16,523.93
Vendor: Clearsource Financia - Clearsource Financial Consulting					
Clearsource Financial Consulti...	Inv No UFS0524-448	07/08/2024	Inv No UFS0524-448 - User an...	01-140-56000-0000-1	14,800.00
Vendor Clearsource Financia - Clearsource Financial Consulting Total:					14,800.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV 0007745	07/03/2024	INV 0007745 Conductivity Pro...	32-510-56410-0000-1	152.16
Core & Main LP	INV 0007791	07/03/2024	INV 0007791 Conductivity Sta...	32-510-56410-0000-1	18.19
Core & Main LP	INV V021260	07/03/2024	INV V021260 Water Dept. Rep...	32-510-56410-0000-1	383.69
Core & Main LP	INV 0008024	07/08/2024	INV 0008024 Chlorine Analyzer	32-510-56410-0000-1	2,014.93
Vendor Core & Main LP - Core & Main LP Total:					2,568.97
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	INV 42332	07/07/2024	INV 42332 Green and Municip...	30-500-52200-0000-1	115.55
Vendor KCPW - County of Kern Public Works Total:					115.55

Expense Approval Report

Payment Dates: 6/29/2024 - 7/12/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CSJVRMA - CSJVRMA					
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-105-50600-0000-1	114.70
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-110-50600-0000-1	516.14
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-111-50600-0000-1	262.17
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-112-50600-0000-1	868.43
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-115-50600-0000-1	221.20
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-140-50600-0000-1	2,146.49
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-150-50600-0000-1	38,595.81
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-155-50600-0000-1	2,039.98
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-160-50600-0000-1	1,441.92
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-165-50600-0000-1	1,122.40
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-175-50600-0000-1	1,179.75
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-180-50600-0000-1	4,465.02
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	01-190-50600-0000-1	884.81
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	20-200-50600-0000-1	2,736.36
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	30-500-50600-0000-1	10,388.34
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	31-505-50600-0000-1	1,925.28
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	32-510-50600-0000-1	11,559.90
CSJVRMA	INV0027426	07/08/2024	CSJVRMA 2025-INV0053 Wor...	34-520-50600-0000-1	1,458.30
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-105-54400-0000-1	362.03
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-110-54400-0000-1	3,330.64
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-111-54400-0000-1	917.13
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-112-54400-0000-1	675.78
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-115-54400-0000-1	2,051.48
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-140-54400-0000-1	4,995.97
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-150-54400-0000-1	118,503.35
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-155-54400-0000-1	3,427.18
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-160-54400-0000-1	4,271.91
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-165-54400-0000-1	3,451.32
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-175-54400-0000-1	1,689.46
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	01-180-54400-0000-1	14,046.63
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	20-200-54400-0000-1	2,244.56
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	30-500-54400-0000-1	33,620.19
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	31-505-54400-0000-1	9,557.50
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	32-510-54400-0000-1	36,419.87
CSJVRMA	INV0027427	07/08/2024	CSJVRMA 2025-INV0053 Liabil...	34-520-54400-0000-1	1,786.00
Vendor CSJVRMA - CSJVRMA Total:					323,278.00

Vendor: Dee Jaspar - Dee Jaspar & Associates, Inc

Dee Jaspar & Associates, Inc	INV 24-00529	07/08/2024	INV 24-00529 Well Sites Oper...	32-510-56000-0000-1	4,756.50
Dee Jaspar & Associates, Inc	INV 24-00530	07/08/2024	INV 24-00530 Browning Trea...	32-510-56000-0000-1	10,477.00
Dee Jaspar & Associates, Inc	INV 24-00532	07/08/2024	INV 24-00532 SRF Grant App P...	32-510-56000-0000-1	6,649.81
Dee Jaspar & Associates, Inc	Inv No 24-00328	07/08/2024	Inv No 24-00328 - PM 12462	01-140-56000-8477-1	1,132.50
Dee Jaspar & Associates, Inc	Inv No 24-00426	07/08/2024	Inv No 24-00426 - PM 12462	01-140-56000-8477-1	226.50
Dee Jaspar & Associates, Inc	Inv No 24-00531	07/08/2024	Inv No 24-00531 - Tract 7393	01-140-56000-8472-1	2,335.00
Vendor Dee Jaspar - Dee Jaspar & Associates, Inc Total:					25,577.31

Vendor: Delano Propane - Delano Propane

Delano Propane	Number 156584	07/03/2024	Delano Propane 05.09.24 Nu...	01-180-56500-0000-1	158.87
Vendor Delano Propane - Delano Propane Total:					158.87

Vendor: EDD - EDD

EDD	INV0027352	07/11/2024	State Income Tax Withholding	01-22200-0000-1	172.31
EDD	INV0027352	07/11/2024	State Income Tax Withholding	20-22200-0000-1	0.03
EDD	INV0027353	07/11/2024	SDI - State Disability Insurance	01-22200-0000-1	56.85
EDD	INV0027353	07/11/2024	SDI - State Disability Insurance	20-22200-0000-1	0.40
EDD	INV0027381	07/11/2024	State Income Tax Withholding	01-22200-0000-1	881.69
EDD	INV0027381	07/11/2024	State Income Tax Withholding	20-22200-0000-1	15.77
EDD	INV0027381	07/11/2024	State Income Tax Withholding	30-22200-0000-1	504.07
EDD	INV0027381	07/11/2024	State Income Tax Withholding	31-22200-0000-1	239.29
EDD	INV0027381	07/11/2024	State Income Tax Withholding	32-22200-0000-1	373.12
EDD	INV0027381	07/11/2024	State Income Tax Withholding	34-22200-0000-1	22.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	01-22200-0000-1	340.24
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	20-22200-0000-1	28.35
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	30-22200-0000-1	212.10
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	31-22200-0000-1	81.48
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	32-22200-0000-1	247.89
EDD	INV0027382	07/11/2024	SDI - State Disability Insurance	34-22200-0000-1	18.36
EDD	INV0027383	07/11/2024	State Unemployment Insuran...	01-22250-0000-1	62.02
EDD	INV0027384	07/11/2024	Employment Training Tax	01-22275-0000-1	1.32
EDD	INV0027415	07/11/2024	State Income Tax Withholding	01-22200-0000-1	3,534.25
EDD	INV0027415	07/11/2024	State Income Tax Withholding	30-22200-0000-1	6.61
EDD	INV0027415	07/11/2024	State Income Tax Withholding	32-22200-0000-1	6.59
EDD	INV0027416	07/11/2024	SDI - State Disability Insurance	01-22200-0000-1	934.11
EDD	INV0027416	07/11/2024	SDI - State Disability Insurance	30-22200-0000-1	1.86
EDD	INV0027416	07/11/2024	SDI - State Disability Insurance	32-22200-0000-1	1.83
EDD	INV0027419	07/11/2024	State Income Tax Withholding	01-22200-0000-1	82.48
EDD	INV0027419	07/11/2024	State Income Tax Withholding	30-22200-0000-1	61.86
EDD	INV0027419	07/11/2024	State Income Tax Withholding	32-22200-0000-1	61.85
EDD	INV0027420	07/11/2024	SDI - State Disability Insurance	01-22200-0000-1	16.13
EDD	INV0027420	07/11/2024	SDI - State Disability Insurance	30-22200-0000-1	12.10
EDD	INV0027420	07/11/2024	SDI - State Disability Insurance	32-22200-0000-1	12.09
Vendor EDD - EDD Total:					7,989.71

Vendor: EFTPS - Electronic Federal Tax Payment System

Electronic Federal Tax Paymen...	INV0027350	07/11/2024	Federal Income Tax Withholdi...	01-22050-0000-1	478.10
Electronic Federal Tax Paymen...	INV0027350	07/11/2024	Federal Income Tax Withholdi...	20-22050-0000-1	2.70
Electronic Federal Tax Paymen...	INV0027351	07/11/2024	Social Security	01-22100-0000-1	640.94
Electronic Federal Tax Paymen...	INV0027351	07/11/2024	Social Security	20-22100-0000-1	4.54
Electronic Federal Tax Paymen...	INV0027354	07/11/2024	Medicare	01-22150-0000-1	149.88
Electronic Federal Tax Paymen...	INV0027354	07/11/2024	Medicare	20-22150-0000-1	1.06
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,019.83
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	20-22050-0000-1	47.57
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	30-22050-0000-1	854.32
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	31-22050-0000-1	352.95
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	32-22050-0000-1	626.74
Electronic Federal Tax Paymen...	INV0027379	07/11/2024	Federal Income Tax Withholdi...	34-22050-0000-1	100.24
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	01-22100-0000-1	3,834.72
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	20-22100-0000-1	319.66
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	30-22100-0000-1	2,390.46
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	31-22100-0000-1	918.08
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	32-22100-0000-1	2,795.88
Electronic Federal Tax Paymen...	INV0027380	07/11/2024	Social Security	34-22100-0000-1	206.92
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	01-22150-0000-1	896.88
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	20-22150-0000-1	74.76
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	30-22150-0000-1	559.14
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	31-22150-0000-1	214.78
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	32-22150-0000-1	653.66
Electronic Federal Tax Paymen...	INV0027385	07/11/2024	Medicare	34-22150-0000-1	48.40
Electronic Federal Tax Paymen...	INV0027413	07/11/2024	Federal Income Tax Withholdi...	01-22050-0000-1	7,951.48
Electronic Federal Tax Paymen...	INV0027413	07/11/2024	Federal Income Tax Withholdi...	30-22050-0000-1	15.95
Electronic Federal Tax Paymen...	INV0027413	07/11/2024	Federal Income Tax Withholdi...	32-22050-0000-1	15.93
Electronic Federal Tax Paymen...	INV0027414	07/11/2024	Social Security	01-22100-0000-1	10,653.72
Electronic Federal Tax Paymen...	INV0027414	07/11/2024	Social Security	30-22100-0000-1	20.92
Electronic Federal Tax Paymen...	INV0027414	07/11/2024	Social Security	32-22100-0000-1	20.88
Electronic Federal Tax Paymen...	INV0027417	07/11/2024	Medicare	01-22150-0000-1	2,491.66
Electronic Federal Tax Paymen...	INV0027417	07/11/2024	Medicare	30-22150-0000-1	4.90
Electronic Federal Tax Paymen...	INV0027417	07/11/2024	Medicare	32-22150-0000-1	4.86
Electronic Federal Tax Paymen...	INV0027418	07/11/2024	Social Security	01-22100-0000-1	181.82
Electronic Federal Tax Paymen...	INV0027418	07/11/2024	Social Security	30-22100-0000-1	136.36
Electronic Federal Tax Paymen...	INV0027418	07/11/2024	Social Security	32-22100-0000-1	136.36
Electronic Federal Tax Paymen...	INV0027421	07/11/2024	Medicare	01-22150-0000-1	42.52
Electronic Federal Tax Paymen...	INV0027421	07/11/2024	Medicare	30-22150-0000-1	31.88

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0027421	07/11/2024	Medicare	32-22150-0000-1	31.90
Vendor EFTPS - Electronic Federal Tax Payment System Total:					39,933.35
Vendor: Ennis-Flint - Ennis-Flint, Inc					
Ennis-Flint, Inc	INV 459959	07/08/2024	INV 459959 Parking Lot Paint	01-180-56500-0000-1	2,589.88
Ennis-Flint, Inc	INV 461235	07/08/2024	INV 461235 Parking Lot Paint	01-180-56410-0000-1	3,271.86
Vendor Ennis-Flint - Ennis-Flint, Inc Total:					5,861.74
Vendor: foxfury - FoxFury LLC					
FoxFury LLC	Quote 20240619 164350054	07/03/2024	Quote: 20240619-164350054 ...	01-150-52940-2412-1	7,657.57
Vendor foxfury - FoxFury LLC Total:					7,657.57
Vendor: Francisco Gonzalez - Francisco Gonzalez					
Francisco Gonzalez	INV0027348	07/03/2024	Rental Deposit Return Gonzal...	01-24000-0000-1	350.00
Vendor Francisco Gonzalez - Francisco Gonzalez Total:					350.00
Vendor: Fred C. Gilbert - Fred C. Gilbert					
Fred C. Gilbert	INV 311938	07/03/2024	INV 311938 Water Dept. Repai...	32-510-56410-0000-1	245.34
Fred C. Gilbert	INV 311963	07/03/2024	INV 311963 Hose, Valve, Tubi...	32-510-56410-0000-1	98.59
Fred C. Gilbert	INV 312009	07/03/2024	INV 312009 Well Pump and Li...	32-510-56410-0000-1	506.44
Vendor Fred C. Gilbert - Fred C. Gilbert Total:					850.37
Vendor: Frontier - Frontier California Inc.					
Frontier California Inc.	Frontier June 24 5301982194...	07/07/2024	Frontier June 24 5301982194...	32-510-57800-0000-1	57.40
Frontier California Inc.	Frontier June 24 6617923437...	07/07/2024	Frontier June 24 6617923437...	01-185-57800-0000-1	99.51
Frontier California Inc.	Frontier May 24 5301982194...	07/07/2024	Frontier May 24 5301982194...	32-510-57800-0000-1	43.23
Vendor Frontier - Frontier California Inc. Total:					200.14
Vendor: Grainger - Grainger					
Grainger	INV 9168031863	07/07/2024	INV 9168031863 WW Canopy	30-500-57400-0000-1	788.57
Grainger	INV 9146208849	07/08/2024	INV 9146208849 Well 6 Air Rel...	32-510-56410-0000-1	1,086.43
Grainger	INV 9165342099	07/08/2024	INV 9165342099 WWTP Cable...	30-500-57400-0000-1	29.02
Grainger	INV 9171016133	07/08/2024	INV 9171016133 WWTP Suppl...	30-500-57400-0000-1	207.88
Vendor Grainger - Grainger Total:					2,111.90
Vendor: Granite Auto Parts I - Granite Auto Parts Inc					
Granite Auto Parts Inc	INV 844871	07/03/2024	INV 844871 Equipment repair	32-510-56410-0000-1	4.97
Granite Auto Parts Inc	INV 844945	07/03/2024	INV 844945 Brass Coupler and...	32-510-56410-0000-1	59.28
Granite Auto Parts Inc	INV 845286	07/03/2024	INV 845286 Water Dept. Main...	32-510-56410-0000-1	248.94
Granite Auto Parts Inc	INV 845307	07/03/2024	INV 845307 Water Dept. valve...	32-510-56410-0000-1	16.06
Granite Auto Parts Inc	INV 845401	07/03/2024	INV 845401 WW Vehicle Repai...	30-500-56600-0000-1	45.40
Granite Auto Parts Inc	INV 845415	07/03/2024	INV 845415 Adapter, Coupler,...	30-500-57400-0000-1	69.53
Granite Auto Parts Inc	INV 845425	07/03/2024	INV 845425 LLMD Chainsaw a...	20-200-52950-0000-1	500.08
Granite Auto Parts Inc	INV 845439	07/03/2024	INV 845439 Oil Chage	32-510-56410-0000-1	19.57
Granite Auto Parts Inc	INV 845448	07/03/2024	INV 845448 Flat Stock, Flap Di...	30-500-57400-0000-1	56.77
Granite Auto Parts Inc	INV 845454	07/03/2024	INV 845454 72 IN Single Lid M...	32-510-56410-0000-1	757.74
Granite Auto Parts Inc	INV 845465	07/03/2024	INV 845465 M12 Hackzall	30-500-56410-0000-1	217.57
Granite Auto Parts Inc	INV 845466	07/03/2024	INV 845466 12PC OP End Rat...	30-500-56410-0000-1	243.55
Granite Auto Parts Inc	INV 845474	07/03/2024	INV 845474 Pressure Washer ...	32-510-56410-0000-1	811.86
Granite Auto Parts Inc	Inv. 845445	07/03/2024	Inv. 845445 Battery & Jump St...	01-155-56600-0000-1	296.42
Granite Auto Parts Inc	INV 845243	07/08/2024	INV 845243 Gas-Powered Wal...	20-200-52950-0000-1	2,164.98
Granite Auto Parts Inc	INV 845266	07/08/2024	INV 845266 LLMD Trimmer	20-200-52950-0000-1	2,151.95
Granite Auto Parts Inc	INV 845421	07/08/2024	INV 845421 Weed Wackers, ...	32-510-57400-0000-1	1,082.48
Granite Auto Parts Inc	INV 845446	07/08/2024	INV 845446 Air Filter Water D...	32-510-57400-0000-1	17.47
Granite Auto Parts Inc	INV 845473	07/08/2024	INV 845473 Water Dept. Main...	32-510-56410-0000-1	83.34
Granite Auto Parts Inc	INV 845523	07/08/2024	INV 845523 Streets Coupling ...	01-180-57400-0000-1	10.24
Granite Auto Parts Inc	INV 845524	07/08/2024	INV 845524 Water Dept. Hose...	32-510-56410-0000-1	11.65
Granite Auto Parts Inc	INV 845644	07/08/2024	INV 845644 WW Brake Maint...	30-500-56600-0000-1	904.34
Granite Auto Parts Inc	INV 845691	07/08/2024	INV 845691 WWTP Maintena...	30-500-56410-0000-1	103.34
Granite Auto Parts Inc	INV.845352	07/08/2024	INV.845352 evap. cooler for t...	30-500-52910-0000-1	1,927.93
Vendor Granite Auto Parts I - Granite Auto Parts Inc Total:					11,805.46
Vendor: Gregs Petroleum - Gregs Petroleum					
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-105-54000-0000-1	1.97
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-110-54000-0000-1	10.06
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-111-54000-0000-1	1.97

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Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-115-54000-0000-1	1.97
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-140-54000-0000-1	3.01
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-150-54000-0000-1	754.48
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-155-54000-0000-1	30.19
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-160-54000-0000-1	10.06
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-165-54000-0000-1	15.04
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-175-54000-0000-1	1.04
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	01-180-54000-0000-1	120.64
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	20-200-54000-0000-1	40.25
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	30-500-54000-0000-1	75.41
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	32-510-54000-0000-1	30.19
Gregs Petroleum	Fuel INV 464044 06/18/24	07/07/2024	Fuel INV 464044 06/18/24	34-520-54000-0000-1	60.38
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-105-54000-0000-1	1.68
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-110-54000-0000-1	8.61
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-111-54000-0000-1	1.68
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-115-54000-0000-1	1.68
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-140-54000-0000-1	2.57
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-150-54000-0000-1	645.54
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-155-54000-0000-1	25.83
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-160-54000-0000-1	8.61
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-165-54000-0000-1	12.87
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-175-54000-0000-1	0.89
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	01-180-54000-0000-1	103.22
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	20-200-54000-0000-1	34.44
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	30-500-54000-0000-1	64.52
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	32-510-54000-0000-1	25.83
Gregs Petroleum	Fuel INV 465073 06/21/24	07/07/2024	Fuel INV 465073 06/21/24	34-520-54000-0000-1	51.66
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-105-54000-0000-1	3.07
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-110-54000-0000-1	15.70
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-111-54000-0000-1	3.07
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-115-54000-0000-1	3.07
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-140-54000-0000-1	4.69
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-150-54000-0000-1	1,177.25
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-155-54000-0000-1	47.10
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-160-54000-0000-1	15.70
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-165-54000-0000-1	23.46
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-175-54000-0000-1	1.62
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	01-180-54000-0000-1	188.23
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	20-200-54000-0000-1	62.80
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	30-500-54000-0000-1	117.67
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	32-510-54000-0000-1	47.10
Gregs Petroleum	Fuel INV 465382 06/25/24	07/07/2024	Fuel INV 465382 06/25/24	34-520-54000-0000-1	94.21
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-105-54000-0000-1	0.37
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-110-54000-0000-1	1.87
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-111-54000-0000-1	0.39
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-115-54000-0000-1	0.37
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-140-54000-0000-1	0.56
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-150-54000-0000-1	140.22
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-155-54000-0000-1	5.61
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-160-54000-0000-1	1.87
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-165-54000-0000-1	2.80
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-175-54000-0000-1	0.19
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	01-180-54000-0000-1	22.43
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	20-200-54000-0000-1	7.48
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	30-500-54000-0000-1	14.02
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	32-510-54000-0000-1	5.61
Gregs Petroleum	Fuel INV 466134 06/30/24	07/07/2024	Fuel INV 466134 06/30/24	34-520-54000-0000-1	11.22
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-105-54000-0000-1	1.75
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-110-54000-0000-1	8.97
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-111-54000-0000-1	1.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-115-54000-0000-1	1.75
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-140-54000-0000-1	2.68
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-150-54000-0000-1	672.79
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-155-54000-0000-1	26.92
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-160-54000-0000-1	8.97
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-165-54000-0000-1	13.41
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-175-54000-0000-1	0.93
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	01-180-54000-0000-1	107.58
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	20-200-54000-0000-1	35.89
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	30-500-54000-0000-1	67.25
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	32-510-54000-0000-1	26.92
Gregs Petroleum	Fuel INV 466530 06/28/24	07/07/2024	Fuel INV 466530 06/28/24	34-520-54000-0000-1	53.84
Vendor Gregs Petroleum - Gregs Petroleum Total:					5,197.44

Vendor: Haaker Equipment Co. - Haaker Equipment Co.

Haaker Equipment Co.	INV C5A1SJ	07/07/2024	INV C5A1SJ Strainer and Parts	01-180-57400-0000-1	75.78
Haaker Equipment Co.	DOC W5A0K4	07/08/2024	DOC W5A0K4 PO-56410 Vacu...	30-500-56430-0000-1	4,072.68
Haaker Equipment Co.	DOC W5A0K4 (2)	07/08/2024	DOC W5A0K4 Vacuum Truck ...	30-500-56430-0000-1	1,539.85
Vendor Haaker Equipment Co. - Haaker Equipment Co. Total:					5,688.31

Vendor: Home Depot - Home Depot

Home Depot	Auth Code 027269/8521759 ...	07/03/2024	CC #2532 Auth Code 027269/...	01-150-57400-0000-1	38.79
Home Depot	CC #2532 06.19.24	07/03/2024	CC #2532 06.19.24 Water Dep...	32-510-56410-0000-1	149.32
Home Depot	CC #2532 06.21.24	07/03/2024	CC #2532 06.21.24 Streets De...	01-180-57400-0000-1	184.17
Home Depot	INV 1972937	07/03/2024	INV 1972937 Water Dept Mai...	32-510-56410-0000-1	73.49
Home Depot	INV 3972845	07/03/2024	INV 3972845 Street Departme...	01-180-56410-0000-1	121.39
Home Depot	INV 4973176	07/03/2024	INV 4973176 Streets Dept Key...	01-180-56410-0000-1	62.33
Home Depot	INV 8093553	07/08/2024	INV 8093553 RO System Brow...	32-510-57400-0000-1	15.59
Home Depot	INV.H8426-169329	07/08/2024	INV.H8426-169329 Tool cabin...	30-500-56410-0000-1	1,068.10
Vendor Home Depot - Home Depot Total:					1,713.18

Vendor: Interwest Consulting - Interwest Consulting Group, Inc

Interwest Consulting Group, I...	INV 424946	07/03/2024	INV 424946 InterWest Profess...	01-160-51400-0000-1	180.00
Interwest Consulting Group, I...	INV 448014	07/07/2024	INV 448014 Plan Review Jan 1 ...	01-160-51400-0000-1	9,496.25
Interwest Consulting Group, I...	INV 533841	07/08/2024	INV 533841 InterWest Hourly ...	01-160-51400-0000-1	3,870.00
Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:					13,546.25

Vendor: John Hancock - John Hancock

John Hancock	INV0027355	07/11/2024	401K - Employer	01-20800-0000-1	1,898.41
John Hancock	INV0027355	07/11/2024	401K - Employer	30-20800-0000-1	1,769.91
John Hancock	INV0027355	07/11/2024	401K - Employer	31-20800-0000-1	683.14
John Hancock	INV0027355	07/11/2024	401K - Employer	32-20800-0000-1	1,639.93
John Hancock	INV0027356	07/11/2024	401K - Employee	01-20800-0000-1	523.09
John Hancock	INV0027356	07/11/2024	401K - Employee	20-20800-0000-1	94.78
John Hancock	INV0027356	07/11/2024	401K - Employee	30-20800-0000-1	421.65
John Hancock	INV0027356	07/11/2024	401K - Employee	31-20800-0000-1	270.19
John Hancock	INV0027356	07/11/2024	401K - Employee	32-20800-0000-1	750.02
John Hancock	INV0027357	07/11/2024	401K - Employer	20-20800-0000-1	245.55
John Hancock	INV0027364	07/11/2024	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0027364	07/11/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0027364	07/11/2024	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0027365	07/11/2024	401K Loan 2	01-20800-0000-1	99.46
John Hancock	INV0027365	07/11/2024	401K Loan 2	30-20800-0000-1	99.47
John Hancock	INV0027365	07/11/2024	401K Loan 2	31-20800-0000-1	99.47
John Hancock	INV0027365	07/11/2024	401K Loan 2	32-20800-0000-1	99.44
John Hancock	INV0027366	07/11/2024	401K Loan 3	01-20800-0000-1	35.73
John Hancock	INV0027366	07/11/2024	401K Loan 3	30-20800-0000-1	26.80
John Hancock	INV0027366	07/11/2024	401K Loan 3	32-20800-0000-1	26.80
John Hancock	INV0027367	07/11/2024	401K Loan 4	01-20800-0000-1	46.35
John Hancock	INV0027367	07/11/2024	401K Loan 4	30-20800-0000-1	34.77
John Hancock	INV0027367	07/11/2024	401K Loan 4	32-20800-0000-1	34.76
John Hancock	INV0027368	07/11/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0027369	07/11/2024	401K Loan 5	34-20800-0000-1	69.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0027370	07/11/2024	401K Loan 4	01-20800-0000-1	145.51
John Hancock	INV0027370	07/11/2024	401K Loan 4	20-20800-0000-1	4.49
John Hancock	INV0027371	07/11/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0027371	07/11/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0027372	07/11/2024	401k Contribution	01-20800-0000-1	247.65
John Hancock	INV0027373	07/11/2024	401k Contribution	01-20800-0000-1	474.53
John Hancock	INV0027374	07/11/2024	401k Contribution	01-20800-0000-1	233.89
John Hancock	INV0027374	07/11/2024	401k Contribution	20-20800-0000-1	7.25
John Hancock	INV0027375	07/11/2024	401k Contribution	34-20800-0000-1	165.77
John Hancock	INV0027376	07/11/2024	401k Contribution	01-20800-0000-1	229.55
John Hancock	INV0027386	07/11/2024	401K - Employer	01-20800-0000-1	4,128.95
John Hancock	INV0027386	07/11/2024	401K - Employer	30-20800-0000-1	15.86
John Hancock	INV0027386	07/11/2024	401K - Employer	32-20800-0000-1	15.84
John Hancock	INV0027387	07/11/2024	401K - Employee	01-20800-0000-1	3,641.86
John Hancock	INV0027394	07/11/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0027395	07/11/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0027396	07/11/2024	401K Loan 1	01-20800-0000-1	512.62
John Hancock	INV0027397	07/11/2024	401K Loan 2	01-20800-0000-1	117.75
John Hancock	INV0027398	07/11/2024	401k Contribution	01-20800-0000-1	309.12
John Hancock	INV0027399	07/11/2024	401k Contribution	01-20800-0000-1	350.46
John Hancock	INV0027400	07/11/2024	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0027401	07/11/2024	401k Contribution	01-20800-0000-1	300.46
John Hancock	INV0027402	07/11/2024	401k Contribution	01-20800-0000-1	263.11
John Hancock	INV0027403	07/11/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0027404	07/11/2024	401k Contribution	01-20800-0000-1	286.66
John Hancock	INV0027405	07/11/2024	401k Contribution	01-20800-0000-1	283.34
John Hancock	INV0027406	07/11/2024	401k Contribution	01-20800-0000-1	446.15
John Hancock	INV0027407	07/11/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027408	07/11/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027409	07/11/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027410	07/11/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0027411	07/11/2024	401K Contribution	01-20800-0000-1	400.00

Vendor John Hancock - John Hancock Total: 24,326.57

Vendor: Johnn Cabrera - Johnny Cabrera

Johnny Cabrera	INV 10576	07/07/2024	INV 10576 Pruning Trees and C..	20-200-52200-0000-1	5,500.00
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Vendor Johnn Cabrera - Johnny Cabrera Total: 5,500.00

Vendor: J's Automotive - J's Automotive

J's Automotive	Inv. 9692	07/08/2024	Inv. 9692 Quad Runner Honda...	01-150-56600-0000-1	418.68
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Vendor J's Automotive - J's Automotive Total: 418.68

Vendor: K.C. Waste - K.C. Waste

K.C. Waste	June 2024 Gate Fees	07/07/2024	June 2024 Gate Fees	31-505-52800-0000-1	5,353.45
K.C. Waste	May 2024 Gate Fees	07/07/2024	May 2024 Gate Fees	31-505-52800-0000-1	5,311.85

Vendor K.C. Waste - K.C. Waste Total: 10,665.30

Vendor: Kern Machinery - Kern Machinery

Kern Machinery	INV 103-1160534	07/08/2024	INV 103-1160534 Tractor Repa..	30-500-56430-0000-1	1,104.70
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Vendor Kern Machinery - Kern Machinery Total: 1,104.70

Vendor: KOEFRAN - Koefran Industries, Inc.

Koefran Industries, Inc.	Inv. 0000611350	07/08/2024	Inv. 0000611350 Monthly Serv..	01-155-51100-0000-1	220.50
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Vendor KOEFRAN - Koefran Industries, Inc. Total: 220.50

Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC

KRC SAFETY CO INC	INV 64446	07/07/2024	INV 64446 Street Project Paint	01-180-57400-0000-1	179.67
KRC SAFETY CO INC	INV 64447	07/07/2024	INV 64447 Street Project Paint	01-180-57400-0000-1	637.06

Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total: 816.73

Vendor: LYNN PEAHEY COMPANY - LYNN PEAHEY COMPANY

LYNN PEAHEY COMPANY	Inv. 410708	07/08/2024	Inv. 410708 - Operating Suppl...	01-150-57400-0000-1	498.80
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Vendor LYNN PEAHEY COMPANY - LYNN PEAHEY COMPANY Total: 498.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: meredith lindsay tis - Meredith Lindsay Tise					
Meredith Lindsay Tise	Inv. 1155	07/08/2024	Inv. 1155 Recovery of Human ...	01-150-52000-0000-1	695.00
Vendor meredith lindsay tis - Meredith Lindsay Tise Total:					695.00
Vendor: Harbor Freight - Multi Service Technology Solutions, Inc					
Multi Service Technology Solut...	CC #9662 06.24.24	07/03/2024	CC #9662 06.24.24 Harbor Fre...	32-510-56410-0000-1	21.64
Vendor Harbor Freight - Multi Service Technology Solutions, Inc Total:					21.64
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV 7029-1	07/03/2024	INV 7029-1 Thermostat Remo...	32-510-56000-0000-1	295.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					295.00
Vendor: National Demographic - National Demographics Inc					
National Demographics Inc	Inv1848	07/08/2024	Inv1848 Districting Consulting	01-140-56000-0000-1	23,250.00
Vendor National Demographic - National Demographics Inc Total:					23,250.00
Vendor: Nutrien Ag Solutions - Nutrien Ag Solutions, Inc.					
Nutrien Ag Solutions, Inc.	INV 54574084	07/03/2024	INV 54574084 Roundup Powe...	30-500-56410-0000-1	909.30
Nutrien Ag Solutions, Inc.	INV 54706568	07/07/2024	INV 54706568 Reward Lands...	01-180-57400-0000-1	530.97
Vendor Nutrien Ag Solutions - Nutrien Ag Solutions, Inc. Total:					1,440.27
Vendor: NVA Stiern Veterinar - NVA Stiern Veterinary Management LP					
NVA Stiern Veterinary Manag...	Inv. 346391	07/08/2024	Inv. 346391 K-9 Khan Vaccinat...	01-150-51150-0000-1	224.35
Vendor NVA Stiern Veterinar - NVA Stiern Veterinary Management LP Total:					224.35
Vendor: Office Depot - Office Depot					
Office Depot	INV 366155036001	07/03/2024	INV 366155036001 Keyboard,...	01-180-57200-0000-1	110.18
Office Depot	INV 366156485001	07/03/2024	INV 366156485001 Sharpie	01-180-57200-0000-1	34.17
Office Depot	INV 366710795001	07/03/2024	INV 366710795001 Gels Pens	01-180-57200-0000-1	80.39
Office Depot	INV 366710819001	07/03/2024	INV 366710819001 Tape and ...	01-180-57200-0000-1	27.33
Office Depot	INV 375070387-001	07/09/2024	INV 375070387-001 Office Su...	01-140-57200-0000-1	14.22
Office Depot	INV 375070387-001	07/09/2024	INV 375070387-001 Office Su...	01-160-57200-0000-1	38.19
Office Depot	INV 375070387-001	07/09/2024	INV 375070387-001 Office Su...	01-165-57200-0000-1	21.10
Office Depot	INV 375070387-001	07/09/2024	INV 375070387-001 Office Su...	01-175-57200-0000-1	14.91
Office Depot	INV 375070547-001	07/11/2024	INV 375070547-001 Office Su...	01-165-57200-0000-1	1.92
Vendor Office Depot - Office Depot Total:					342.41
Vendor: Our Home Town, Inc - Our Home Town, Inc.					
Our Home Town, Inc.	July 2024	07/01/2024	Our Home Town.July 2024	01-130-56000-0000-1	338.53
Vendor Our Home Town, Inc - Our Home Town, Inc. Total:					338.53
Vendor: Pitney Bowes Global - Pitney Bowes Global					
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-105-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-110-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-115-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-130-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-140-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-150-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-155-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-160-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-165-55600-0000-1	16.34
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	01-175-55600-0000-1	16.33
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	30-500-55600-0000-1	16.34
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	31-505-55600-0000-1	16.34
Pitney Bowes Global	INV 3106695924	07/07/2024	INV 3106695924 04/10-07/09...	32-510-55600-0000-1	16.34
Vendor Pitney Bowes Global - Pitney Bowes Global Total:					212.33
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0024284	07/13/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0024800	09/07/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0024961	10/05/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0025401	12/14/2023	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0025989	02/08/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0026220	03/07/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0026407	04/04/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0026569	05/02/2024	Pre-Paid Legal	01-22500-0000-1	24.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pre-Paid Legal	INV0027137	06/13/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0027393	07/11/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					249.00
Vendor: Quad Knopf - Quad Knopf					
Quad Knopf	INV 123746	07/08/2024	INV 123746 Update to City St...	01-140-56000-0000-1	32,360.00
Quad Knopf	INV 123764	07/08/2024	INV 123764 Update to City St...	01-140-56000-0000-1	8,640.00
Vendor Quad Knopf - Quad Knopf Total:					41,000.00
Vendor: PLATT - Rexel USA Supply					
Rexel USA Supply	INV 5H74479	07/08/2024	INV 5H74479 Operating Suppl...	20-200-57400-0000-1	168.76
Vendor PLATT - Rexel USA Supply Total:					168.76
Vendor: 661 Communications - Rodger C Goodman JR					
Rodger C Goodman JR	Inv. 1852	07/03/2024	Inv. 1852 Motorola Battery Eq...	01-150-56800-0000-1	8,995.13
Vendor 661 Communications - Rodger C Goodman JR Total:					8,995.13
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	INV 51957	07/07/2024	INV 51957 Monthly Radio Dis...	01-180-57800-0000-1	70.00
SC SITES Services	INV 51957	07/07/2024	INV 51957 Monthly Radio Dis...	32-510-57800-0000-1	70.00
SC SITES Services	INV 51957	07/07/2024	INV 51957 Monthly Radio Dis...	34-520-57800-0000-1	70.00
Vendor SC SITES Services - SC SITES Services Total:					210.00
Vendor: SECURE SYSTEMS - SECURE SYSTEMS					
SECURE SYSTEMS	Secure Systems 03.01.24 R26...	07/03/2024	Secure Systems 03.01.24 R26...	01-150-52200-0000-1	43.00
SECURE SYSTEMS	Secure Systems 03.01.24 R26...	07/03/2024	Secure Systems 03.01.24 R26...	01-155-52200-0000-1	52.00
SECURE SYSTEMS	Secure Systems 03.01.24 R26...	07/03/2024	Secure Systems 03.01.24 R26...	01-190-52200-0000-1	121.00
SECURE SYSTEMS	Secure Systems 03.01.24 R26...	07/03/2024	Secure Systems 03.01.24 R26...	32-510-52200-0000-1	156.00
SECURE SYSTEMS	R270716	07/08/2024	R270716 07.01.2024 Secure S...	01-150-52200-0000-1	43.00
SECURE SYSTEMS	R270716	07/08/2024	R270716 07.01.2024 Secure S...	01-155-52200-0000-1	52.00
SECURE SYSTEMS	R270716	07/08/2024	R270716 07.01.2024 Secure S...	01-190-52200-0000-1	121.00
SECURE SYSTEMS	R270716	07/08/2024	R270716 07.01.2024 Secure S...	30-500-52200-0000-1	52.00
SECURE SYSTEMS	R270716	07/08/2024	R270716 07.01.2024 Secure S...	32-510-52200-0000-1	104.00
Vendor SECURE SYSTEMS - SECURE SYSTEMS Total:					744.00
Vendor: Silvia A. Jacquez - Silvia A. Jacquez					
Silvia A. Jacquez	INV0027349	07/03/2024	Rental Rental 06.23.24 Jacquez	01-24000-0000-1	350.00
Vendor Silvia A. Jacquez - Silvia A. Jacquez Total:					350.00
Vendor: Spay Neuter - Spay Neuter Imperative Project California					
Spay Neuter Imperative Projec...	INV 9101	07/08/2024	INV 9101 Spay & Neuter 05/0...	01-155-51160-8450-1	7,500.00
Vendor Spay Neuter - Spay Neuter Imperative Project California Total:					7,500.00
Vendor: SPD - SPD					
SPD	Inv. 3196	07/08/2024	Inv. 3196 Administration Citat...	01-165-57400-0000-1	259.80
Vendor SPD - SPD Total:					259.80
Vendor: srn systems - SRN Systems Inc					
SRN Systems Inc	Inv 180088	07/08/2024	Inv 180088 SRN Barrier Syste...	01-150-52940-2412-1	4,998.88
Vendor srn systems - SRN Systems Inc Total:					4,998.88
Vendor: Standard Emulsions I - Standard Emulsions Inc					
Standard Emulsions Inc	INV 3147	07/03/2024	INV 3147 Tack Oil In Gallons	25-000-52910-0000-1	30.17
Standard Emulsions Inc	INV 3071	07/08/2024	INV 3071 06.06.24 Pails of Em...	25-000-52910-0000-1	1,066.73
Vendor Standard Emulsions I - Standard Emulsions Inc Total:					1,096.90
Vendor: Statewide Safety - Statewide Saftey					
Statewide Saftey	INV 12019475	07/03/2024	INV 12019475 AWP Safety	32-510-56410-0000-1	524.61
Statewide Saftey	INV 12019525	07/03/2024	INV 12019525 Lightweight U...	30-500-57400-0000-1	275.69
Vendor Statewide Safety - Statewide Saftey Total:					800.30
Vendor: tmobile - T Mobile USA Inc					
T Mobile USA Inc	INV0027425	07/08/2024	Acct# 992748243 - Police Dep...	01-150-57800-0000-1	1,503.64
T Mobile USA Inc	INV0027425	07/08/2024	Acct# 992748243 - Animal Con...	01-155-57800-0000-1	119.82
Vendor tmobile - T Mobile USA Inc Total:					1,623.46
Vendor: T&T PAVEMENT MARKING - T&T PAVEMENT MARKING AND PRODUCTS INC					
T&T PAVEMENT MARKING A...	INV 2024177	07/08/2024	INV 2024177 Elmo Highway w...	01-180-56000-0000-1	5,767.00
Vendor T&T PAVEMENT MARKING - T&T PAVEMENT MARKING AND PRODUCTS INC Total:					5,767.00

Expense Approval Report

Payment Dates: 6/29/2024 - 7/12/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	Bakersfield Californian Ad 06....	07/07/2024	Bakersfield Californian Ad 06....	32-510-55800-0000-1	305.36
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					305.36
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1865	07/07/2024	INV 1865 City Hall Monthly Pe...	01-185-52200-0000-1	100.00
Torpedo Pest Control	INV 1865	07/07/2024	INV 1865 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Torpedo Pest Control	INV 1977	07/07/2024	INV 1977 City Hall Monthly Pe...	01-185-52200-0000-1	100.00
Torpedo Pest Control	INV 1977	07/07/2024	INV 1977 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Vendor Torpedo - Torpedo Pest Control Total:					400.00
Vendor: Triple Crown Fence - Triple Crown Fence Co., Inc.					
Triple Crown Fence Co., Inc.	INV 2432	07/03/2024	INV 2432 Fencing	30-500-56410-0000-1	850.00
Vendor Triple Crown Fence - Triple Crown Fence Co., Inc. Total:					850.00
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrax Management Services L...	Inv 4090629	07/08/2024	Inv 4090629 CN27737-01 (Dis...	01-150-52200-0000-1	149.10
Vendor ultrex management - Ultrex Management Services LLC Total:					149.10
Vendor: unruh ventures llc - Unruh Ventures LLC					
Unruh Ventures LLC	WO #R8457	07/08/2024	WO #R8457 Replacement Key...	01-150-56000-0000-1	29.07
Vendor unruh ventures llc - Unruh Ventures LLC Total:					29.07
Vendor: VCA Animal Hos - VCA Animal Hospitals Inc					
VCA Animal Hospitals Inc	Inv. 5370679609	07/03/2024	Inv. 5370679609 Animal Care/...	01-155-51150-0000-1	350.50
Vendor VCA Animal Hos - VCA Animal Hospitals Inc Total:					350.50
Vendor: Verizon - Police Dep - Verizon - Police Dep					
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	01-105-57800-0000-1	227.09
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	01-115-57800-0000-1	12.57
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	01-140-57800-0000-1	25.13
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	01-160-57800-0000-1	8.38
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	01-165-57800-0000-1	8.38
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	30-500-57800-0000-1	12.57
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	31-505-57800-0000-1	12.57
Verizon - Police Dep	INV 9966495901	07/07/2024	INV 9966495901 May 24 Polic...	32-510-57800-0000-1	4.18
Vendor Verizon - Police Dep - Verizon - Police Dep Total:					310.87
Vendor: Vernon C. Sorenson - Vernon C. Sorenson					
Vernon C. Sorenson	Inv. 00548754-00	07/03/2024	Inv. 00548754-00 P. Cervantes	01-115-56000-0000-1	80.00
Vernon C. Sorenson	Inv. 00550571-00	07/03/2024	Inv. 00550571-00 V. Ollague	01-150-56000-0000-1	230.00
Vernon C. Sorenson	Inv. 00548892-00	07/08/2024	Inv. 00548892-00 P. Cervantes	01-115-56000-0000-1	65.00
Vendor Vernon C. Sorenson - Vernon C. Sorenson Total:					375.00
Vendor: Visual Edge - Visual Edge IT, Inc.					
Visual Edge IT, Inc.	INV 24AR1856916	07/07/2024	INV 24AR1856916 Monthly C...	01-130-54800-0000-1	490.80
Vendor Visual Edge - Visual Edge IT, Inc. Total:					490.80
Vendor: Rain for Rent - Western Oilfields Supply Company					
Western Oilfields Supply Com...	INV 2017633	07/03/2024	INV 2017633 Water Dept. Mai...	32-510-56410-0000-1	334.25
Vendor Rain for Rent - Western Oilfields Supply Company Total:					334.25
Grand Total:					693,557.74

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	458,106.24
20 - LIGHTING & LANDSCAPING-DISTRICT 1	16,612.22
25 - CAPITAL IMPROVEMENTS PROJECTS	23,681.90
30 - SEWER	68,214.49
31 - REFUSE/RECYCLING	25,056.14
32 - WATER	97,424.02
34 - PUBLIC TRANSPORTATION	4,462.73
Grand Total:	693,557.74

Account Summary

Account Number	Account Name	Payment Amount
01-105-50600-0000-1	Workers Compensation ...	114.70
01-105-54000-0000-1	Fuel	8.84
01-105-54400-0000-1	Insurance - CSJV Rsk M...	362.03
01-105-55600-0000-1	Postage	16.33
01-105-57800-0000-1	Telephone & Communic...	227.09
01-110-50600-0000-1	Workers Compensation ...	516.14
01-110-54000-0000-1	Fuel	45.21
01-110-54400-0000-1	Insurance - CSJV Rsk M...	3,330.64
01-110-55600-0000-1	Postage	16.33
01-111-50600-0000-1	Workers Compensation ...	262.17
01-111-54000-0000-1	Fuel	8.86
01-111-54400-0000-1	Insurance - CSJV Rsk M...	917.13
01-112-50600-0000-1	Workers Compensation ...	868.43
01-112-54400-0000-1	Insurance - CSJV Rsk M...	675.78
01-115-50600-0000-1	Workers Compensation ...	221.20
01-115-54000-0000-1	Fuel	8.84
01-115-54400-0000-1	Insurance - CSJV Rsk M...	2,051.48
01-115-55600-0000-1	Postage	16.33
01-115-56000-0000-1	Professional Services - O...	145.00
01-115-57800-0000-1	Telephone & Communic...	12.57
01-130-54800-0000-1	Maintenance Agreements	490.80
01-130-55600-0000-1	Postage	16.33
01-130-56000-0000-1	Professional Services - O...	16,862.46
01-140-50600-0000-1	Workers Compensation ...	2,146.49
01-140-54000-0000-1	Fuel	13.51
01-140-54400-0000-1	Insurance - CSJV Rsk M...	4,995.97
01-140-55600-0000-1	Postage	16.33
01-140-56000-0000-1	Professional Services - O...	92,115.00
01-140-56000-8150-1	Professional Services - T...	4,225.00
01-140-56000-8472-1	Professional Services - In...	2,335.00
01-140-56000-8477-1	Professional Services - P...	2,946.50
01-140-57200-0000-1	Supplies - Office	14.22
01-140-57800-0000-1	Telephone & Communic...	25.13
01-150-50600-0000-1	Workers Compensation ...	38,595.81
01-150-51150-0000-1	Dog Clinic (Vet Services f...	224.35
01-150-52000-0000-1	Conferences/Meetings/T...	695.00
01-150-52200-0000-1	Contract Services	317.90
01-150-52940-0000-1	Vehicles (Capital)	5,000.00
01-150-52940-2412-1	Vehicles (Capital) - CHP ...	12,656.45
01-150-54000-0000-1	Fuel	3,390.28
01-150-54400-0000-1	Insurance - CSJV Rsk M...	118,503.35
01-150-55600-0000-1	Postage	16.33
01-150-56000-0000-1	Professional Services - O...	259.07
01-150-56600-0000-1	Repairs & Maintenance -...	418.68
01-150-56800-0000-1	Safety Equipment	8,995.13
01-150-57400-0000-1	Supplies - Operating	537.59

Account Summary

Account Number	Account Name	Payment Amount
01-150-57800-0000-1	Telephone & Communic...	1,503.64
01-155-50600-0000-1	Workers Compensation ...	2,039.98
01-155-51100-0000-1	Animal Disposal	220.50
01-155-51150-0000-1	Dog Clinic	350.50
01-155-51160-8450-1	Spay and Neuter Fees	7,500.00
01-155-52200-0000-1	Contract Services	104.00
01-155-54000-0000-1	Fuel	135.65
01-155-54400-0000-1	Insurance - CSJV Rsk M...	3,427.18
01-155-55600-0000-1	Postage	16.33
01-155-56600-0000-1	Repairs & Maintenance -...	296.42
01-155-57800-0000-1	Telephone & Communic...	119.82
01-160-50600-0000-1	Workers Compensation ...	1,441.92
01-160-51400-0000-1	Building Plan Check/Ins...	13,546.25
01-160-54000-0000-1	Fuel	45.21
01-160-54400-0000-1	Insurance - CSJV Rsk M...	4,271.91
01-160-55600-0000-1	Postage	16.33
01-160-57200-0000-1	Supplies - Office	38.19
01-160-57800-0000-1	Telephone & Communic...	8.38
01-165-50600-0000-1	Workers Compensation ...	1,122.40
01-165-54000-0000-1	Fuel	67.58
01-165-54400-0000-1	Insurance - CSJV Rsk M...	3,451.32
01-165-55600-0000-1	Postage	16.34
01-165-57200-0000-1	Supplies - Office	23.02
01-165-57400-0000-1	Supplies - Operating	259.80
01-165-57800-0000-1	Telephone & Communic...	8.38
01-175-50600-0000-1	Workers Compensation ...	1,179.75
01-175-54000-0000-1	Fuel	4.67
01-175-54400-0000-1	Insurance - CSJV Rsk M...	1,689.46
01-175-55600-0000-1	Postage	16.33
01-175-57200-0000-1	Supplies - Office	14.91
01-180-50600-0000-1	Workers Compensation ...	4,465.02
01-180-51800-0000-1	Clothing Allowance	553.71
01-180-54000-0000-1	Fuel	542.10
01-180-54400-0000-1	Insurance - CSJV Rsk M...	14,046.63
01-180-56000-0000-1	Professional Services - O...	5,767.00
01-180-56410-0000-1	Repairs & Maintenance ...	3,455.58
01-180-56500-0000-1	Repairs/Maintenance St...	2,748.75
01-180-57200-0000-1	Supplies - Office	252.07
01-180-57400-0000-1	Supplies - Operating	1,617.89
01-180-57800-0000-1	Telephone & Communic...	70.00
01-185-52200-0000-1	Contract Services	200.00
01-185-57800-0000-1	Telephone & Communic...	99.51
01-190-50600-0000-1	Workers Compensation ...	884.81
01-190-52200-0000-1	Contract Services	442.00
01-20800-0000-1	Pension Payable	17,665.96
01-22050-0000-1	Federal Withholding Pay...	10,449.41
01-22100-0000-1	FICA Payable	15,311.20
01-22150-0000-1	Medicare Payable	3,580.94
01-22200-0000-1	State Withholding Payab...	6,018.06
01-22250-0000-1	SUTA Payable	62.02
01-22275-0000-1	ETT Payable	1.32
01-22500-0000-1	Pre-Paid Legal	249.00
01-22600-0000-1	Health FSA	54.02
01-22700-0000-1	Disability LTD	172.51
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	89.91
01-22950-0000-1	Cancer-American Fidelity	13.53
01-24000-0000-1	Deposits	700.00

Account Summary

Account Number	Account Name	Payment Amount
20-200-50600-0000-1	Workers Compensation ...	2,736.36
20-200-51800-0000-1	Clothing Allowance	103.52
20-200-52200-0000-1	Contract Services	5,500.00
20-200-52950-0000-1	Equipment-Other (Capita...	4,817.01
20-200-54000-0000-1	Fuel	180.86
20-200-54400-0000-1	Insurance- CSJ Risk Man...	2,244.56
20-200-57400-0000-1	Supplies - Operating	168.76
20-20800-0000-1	Pension Payable	353.65
20-22050-0000-1	Federal Withholding Pay...	50.27
20-22100-0000-1	FICA Payable	324.20
20-22150-0000-1	Medicare Payable	75.82
20-22200-0000-1	State Withholding Payab...	44.55
20-22900-0000-1	Life	12.66
25-000-52910-0000-1	Buildings & Improvemen...	1,096.90
25-000-52960-2402-1	Street & Roads (Capital)	10,215.00
25-000-52960-2404-1	Street & Roads (Capital)	12,370.00
30-20800-0000-1	Pension Payable	2,372.93
30-22050-0000-1	Federal Withholding Pay...	870.27
30-22100-0000-1	FICA Payable	2,547.74
30-22150-0000-1	Medicare Payable	595.92
30-22200-0000-1	State Withholding Payab...	798.60
30-22600-0000-1	Health FSA	26.09
30-22700-0000-1	Disablity LTD	35.70
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	35.80
30-500-50600-0000-1	Workers Compensation ...	10,388.34
30-500-51800-0000-1	Clothing Allowance	905.91
30-500-52200-0000-1	Contract Services	537.55
30-500-52910-0000-1	Buildings & Improvemen...	1,927.93
30-500-54000-0000-1	Fuel	338.87
30-500-54400-0000-1	Insurance - CSJV Rsk M...	33,620.19
30-500-55600-0000-1	Postage	16.34
30-500-56410-0000-1	Repairs & Maintenance ...	3,391.86
30-500-56430-0000-1	Repairs & Maintenance -...	6,717.23
30-500-56600-0000-1	Repairs & Maintenance -...	949.74
30-500-57400-0000-1	Supplies - Operating	1,427.46
30-500-57800-0000-1	Telephone & Communic...	12.57
30-500-58200-0000-1	Water/Soil/Other Analys...	670.00
31-20800-0000-1	Pension Payable	1,052.80
31-22050-0000-1	Federal Withholding Pay...	352.95
31-22100-0000-1	FICA Payable	918.08
31-22150-0000-1	Medicare Payable	214.78
31-22200-0000-1	State Withholding Payab...	320.77
31-22700-0000-1	Disablity LTD	11.65
31-22900-0000-1	Life	8.12
31-505-50600-0000-1	Workers Compensation ...	1,925.28
31-505-52800-0000-1	County Waste Managem...	10,665.30
31-505-54400-0000-1	Insurance - CSJV Rsk M...	9,557.50
31-505-55600-0000-1	Postage	16.34
31-505-57800-0000-1	Telephone & Communic...	12.57
32-20800-0000-1	Pension Payable	2,571.25
32-22050-0000-1	Federal Withholding Pay...	642.67
32-22100-0000-1	FICA Payable	2,953.12
32-22150-0000-1	Medicare Payable	690.42
32-22200-0000-1	State Withholding Payab...	703.37
32-22600-0000-1	Health FSA	26.08
32-22700-0000-1	Disablity LTD	14.30
32-22900-0000-1	Life	8.98

Account Summary

Account Number	Account Name	Payment Amount
32-510-50600-0000-1	Workers Compensation ...	11,559.90
32-510-51800-0000-1	Clothing Allowance	698.04
32-510-52200-0000-1	Contract Services	260.00
32-510-54000-0000-1	Fuel	135.65
32-510-54400-0000-1	Insurance - CSJV Rsk M...	36,419.87
32-510-55600-0000-1	Postage	16.34
32-510-55800-0000-1	Printing & Legal Notices	305.36
32-510-56000-0000-1	Professional Services - O...	25,821.31
32-510-56410-0000-1	Repairs & Maintenance- ...	10,005.42
32-510-57400-0000-1	Supplies - Operating	1,115.54
32-510-57800-0000-1	Telephone & Communic...	174.81
32-510-58200-0000-1	Water/Soil/Other Analys...	3,301.59
34-20800-0000-1	Pension Payable	309.98
34-22050-0000-1	Federal Withholding Pay...	100.24
34-22100-0000-1	FICA Payable	206.92
34-22150-0000-1	Medicare Payable	48.40
34-22200-0000-1	State Withholding Payab...	41.02
34-22700-0000-1	Disablity LTD	30.76
34-22800-0000-1	Accident	15.41
34-22900-0000-1	Life	57.99
34-22950-0000-1	Cancer-American Fidelity	24.77
34-520-50600-0000-1	Workers Compensation ...	1,458.30
34-520-54000-0000-1	Fuel	271.31
34-520-54400-0000-1	Insurance - CSJV Rsk M...	1,786.00
34-520-56600-0000-1	Repairs & Maintenance -...	41.63
34-520-57800-0000-1	Telephone & Communic...	70.00
Grand Total:		693,557.74

Project Account Summary

Project Account Key	Payment Amount
None	693,557.74
Grand Total:	693,557.74

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
June 27, 2024

MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember Ayon, Councilmember Gonzalez, Councilmember Pérez

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Community Development Director/Interim City Clerk Saldana, Public Works Director Hernandez, Human Resources Director McCuan

INVOCATION

Offered by Councilmember Gonzales

PLEDGE OF ALLEGIANCE

Councilmember Perez

APPROVE AGENDA AS TO FORM

Motion by Perez, second by Gonzales to approve agenda as to form.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

FEATURED PET

Chief Knox introduced the featured pet Star

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Presentation by Fire Chief Joe Appleton on illegal fireworks during 4th of July celebrations.

PUBLIC COMMENT

No public comments.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

2. APPROVAL OF EXPENSE REPORT IN THE AMOUNT OF \$558,999.54 FROM 6/1/2024 TO 6/14/2024.

3. APPROVAL OF JUNE 13, 2024 REGULAR MEETING MINUTES.

4. APPROVAL OF RESOLUTION NO. 2024-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE REQUEST BY WASTE MANAGEMENT FOR A SERVICE RATE INCREASE OF 3.27% AND ACKNOWLEDGING THE GATE FEE INCREASE OF 5.43% APPROVED BY KERN COUNTY.

5. APPROVAL OF RESOLUTION NO. 2024-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING A WORKPLACE VIOLENCE PREVENTION PROGRAM (WVPP).

6. APPROVAL OF RESOLUTION NO. 2024-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADOPTING REVISED DEVELOPMENT STANDARDS.

7. APPROVAL OF RESOLUTION NO. 2024-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

8. APPROVAL OF RESOLUTION NO. 2024-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN APPROPRIATION FOR THE REPLACEMENT OF THE STORAGE TANK CLAVAL AND THE USE OF FUNDS FROM THE CITY'S ENTERPRISE FUND (WATER) FOR ASSOCIATED COSTS.

Recommended Action: Approve the Consent Calander

Public Comment: None

Council Action: It was moved by Perez second by Gonzales to approve the Consent Calander as presented.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

PUBLIC HEARINGS

9. APPROVAL OF RESOLUTION NO. 2024-76 A RESOLUTION OF THE CITY COUNCIL

OF THE CITY OF MCFARLAND UPDATING AND ESTABLISHING USER AND REGULATORY FEES.

Senior City Planner DeLeon introduced planning consultant who presented staff report. Mayor opened the public hearing at 6:20. Being no comment, public hearing was closed.

Motion by Councilmember Ayon, second by Vice Mayor Cano to approve Resolution 2024-76.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

ADMINISTRATIVE AGENDA

10. APPROVAL OF RESOLUTION NO. 2024-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE CITY'S ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR 2024-25 AND 2024-29 CAPITAL IMPROVEMENT PROGRAM.

City Manager/Finance Director provided the staff report.

Motion by Vice Mayor Cano, second by Councilmember Ayon to approve Resolution 2024-78.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

11. APPROVAL OF RESOLUTION NO. 2024-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2024-25.

City Manager/Finance Director provided the staff report.

Motion by Councilmember Ayon, second by Vice Mayor Cano to approve Resolution 2024-79.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

12. APPROVAL OF RESOLUTION NO. 2024-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S COMMUNITY GRANT PROGRAM TO THE MCFARLAND RECREATION FOUNDATION FOR THE INDEPENDENCE DAY FIREWORK EVENT.

Mayor Ayon asked to table the item since there was no representative from the Foundation.

Motion by Councilmember Gonzales, second by Vice Mayor Cano to approve Resolution 2024-76.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez
NOES: None
ABSENT:
PASSED 5-0

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG) Council member Perez provided update.
- b. Kern Economic Development Corp. (KEDC) Meeting rescheduled to July.
- c. Kern Local Agency Formation Commission (LAFCO) Mayor Ayon provided update.
- d. Delano Mosquito Abatement District (DMAD) Vice Mayor Cano provided update.

COUNCIL STATEMENTS AND REPORTS

Council members provided comments on the budget and the projects that have been completed.

Motion by Ayon, Second by Perez to adjourn to closed session.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon, Gonzalez, Pérez

NOES: None

ABSENT:

PASSED 5-0

Council adjourned to closed session at 6:35

CLOSED SESSION

13. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9):
DOES V. CITY OF MCFARLAND, KERN COUNTY SUPERIOR COURT, CASE NO. BCV-20-101980.

ADJOURNMENT

Reportable Action: Council gave approval to enter into a stipulation whereby Plaintiff's dismissed their lawsuit with prejudice for a waiver of fees and costs.

Motion by Ayon, second by Cano to adjourn

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon,

NOES: None

ABSENT: Gonzalez, Pérez

PASSED 3-0-2

Meeting adjourned at 7:00 pm.

Paul M. Saldana, Interim City Clerk

REGULAR CITY COUNCIL MINUTES
IN PERSON MEETING
July 11, 2024

MCFARLAND CITY COUNCIL
MCFARLAND SUCCESSOR AGENCY
MCFARLAND PUBLIC FINANCE AUTHORITY
MCFARLAND IMPROVEMENT AUTHORITY
MCFARLAND PARKING AUTHORITY

CALL TO ORDER

Mayor Ayon called the meeting to order at 6:00 PM

ROLL CALL

Councilmembers Present: Mayor S. Ayon, Vice Mayor Cano, Councilmember Ayon

Councilmembers Absent: Councilmember Gonzalez, Councilmember Pérez

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knoz, Community Development Director/Interim City Clerk Saldana, Public Works Director Hernandez, Human Resources Director McCuan

INVOCATION

Vice Mayor Cano

PLEDGE OF ALLEGIANCE

Councilmember A. Ayon

FEATURED PET

Chief Knox introduced the featured pet Carlos

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Assemblywoman Dr. Jasmeet Bains provided overview and status of AB 2357 to locate a medical school in Kern County.

PUBLIC COMMENT

No public comments.

DEPARTMENTAL REPORTS

None

CONSENT AGENDA

2. Approval of Expense Report in the Amount of \$454,146.71 from 6/15/2024 to 6/28/2024.
3. Approval of Payroll Report for the Month of June 2024 in the Amount of \$338,377.86.
4. APPROVAL OF RESOLUTION NO. 2024-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MCFARLAND AND KERN COUNTY

SHERIFF.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING AMENDMENTS TO AGREEMENTS FOR BUILDING INSPECTION, PLAN
CHECK AND PLANNING SERVICES.

6. APPROVAL OF RESOLUTION NO. 2024-86 A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT BETWEEN
MCFARLAND AND QK, INC.

Recommended Action: Approve the Consent Calander

Public Comment: None

Council Action: It was moved by Cano second by A. Ayon to approve the Consent Calander as
presented.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon,

NOES: None

ABSENT: Gonzalez, Pérez

PASSED 3-0-2

PUBLIC HEARINGS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADDING
CHAPTER 20, “UNAUTHORIZED ENCAMPMENTS AND PROHIBITED ACTIVITIES ON
PUBLIC PROPERTY” TO TITLE 9 OF THE MCFARLAND MUNICIPAL CODE

Community Development Director provided staff report. Mayor opened the public hearing at 6:15 and
received question regarding if the ordinance deals with homelessness. Mayor closed Public Hearing at 6:17.

Motion by Councilmember Ayon, second by Vice Mayor Cano to introduce Ordinance No. 2024-10 by title “
Adding Chapter 20 ‘Unauthorized Encampments and Prohibited Activities on Public Property’ to Title 9 of the
McFarland Municipal Code”; waive further reading of Ordinance 2024-10 and approve Ordinance 2024-10;
and schedule the second reading and adoption of Ordinance No. 2024-10 City Council meeting of July 25,
2024 or a later date, inclusive of any revisions agreed to by the McFarland City Council.

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon,

NOES: None

ABSENT: Gonzalez, Pérez

PASSED 3-0-2

ADMINISTRATIVE AGENDA

None

**REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT
MEETINGS**

COUNCIL STATEMENTS AND REPORTS

Mayor Ayon introduced members of Mujeres Activas who were present and recognized their work in the
community and in particular with maintaining the Community Garden.

CLOSED SESSION

None

ADJOURNMENT

Motion by A. Ayon, second by Cano to adjourn

Roll Call Vote:

AYES: S. Ayon, Cano, A. Ayon,

NOES: None

ABSENT: Gonzalez, Pérez

PASSED 3-0-2

Meeting adjourned at 6:24 pm.

Paul M. Saldana, Interim City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Authorize City Manager to execute subscription agreement with Civics Plus for the NextRequest software to manage public records requests.

SUMMARY:

City staff previewed a software solution NextRequest which is a component of the City's current public facing software system CivicsPlus which manages the City's website and agenda systems. NextRequest provides automation of the public records request process.

The system will provide for a public interface on the City's website and a portal for those seeking public records to check the status of their request. It will allow for City staff to monitor and respond in a timely basis and post, where applicable, public records requests on the City's website for others who may be seeking the same information. The system provides a tracking system and metrics that will allow staff to monitor the responses to requests to ensure they are completed in a timely manner.

FINANCIAL IMPACT:

First year subscription cost of \$4,494, the expense was included in the City's 2024-25 budget.

RECOMMENDATION:

City Council authorize the City Manager to enter into agreement with NextRequest.

ATTACHMENTS:

1. NextRequest Solution Overview 2024
2. McFarland, CA - NextRequest SOW

The CivicPlus® NextRequest Records Request Portal Solution

Increase efficiency, elevate compliance, mitigate risk, improve public trust, ensure security, and streamline end-to-end records request management with an all-in-one, centralized solution.





“Before implementing NextRequest, [records requests] took either the full 10 days or we had to ask for extensions.”

– Deputy City Clerk, Fairfield, CA

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Why Choose CivicPlus

CivicPlus is a trusted technology company dedicated to empowering government staff and powering exceptional digital experiences for residents. With a comprehensive suite of solutions that combine to form THE Modern Civic Experience Platform, we strive to create one-stop, frictionless interactions that delight residents and help staff collaborate and work efficiently. As a result, government administrations that choose CivicPlus realize greater trust and satisfaction among their community members.

Backed by over 25 years of experience and leveraging the insights of more than 850 team members, our solutions are chosen by over 10,000 global entities and are used daily by over 340 million people in the U.S. and Canada.

Those entities and people appreciate our:

- Award-winning customer support
- Bundled discounting opportunities
- User-friendly, cloud-based software
- Modular, integrable software options
- Solutions that scale by need and budget
- Customer-driven roadmap for technology enhancements
- 99.99% uptime and AWS-secure data storage



Increase Efficiency

Optimize the entire records request management process from request to release.

Lose the paper trail and go digital. CivicPlus' NextRequest solution is a public records request management software purpose-built for government entities of all sizes to:

- Empower the public to self-service and pay online, submitting records requests through an easy-to-use digital portal.
- Divert requesters by publishing requests for repeat items and leveraging real-time keyword alerts on the intake page to redirect requesters to areas where information is already available (like on your CivicPlus website).
- Route requests to staff automatically, track fulfillment progress, auto-detect and redact sensitive information at the individual and batch levels, and release records to requesters or the public at large with ease.
- Fulfill public records requests in a timely manner, even as the number, frequency, and complexity of requests grow annually.
- Centralize records request management in an all-in-one solution, providing a single historical record. Instead of working from a spreadsheet to track, Adobe® to redact, a file-sharing program to collaborate or send records, email to communicate, etc., everything is done from a centralized platform.
- Customize recurring and ad-hoc reports and leverage visual dashboards to identify trends.
- **Coordinate across departments, set roles, and configure request routes with automated workflows.**

Save your team hours every week by automating your workflow with [NextRequest's RapidReview module](#). RapidReview helps you extract files, redact across documents, leave comments, automate redaction logs, and autosave work as you go – improving redaction and review efficiency by allowing for collaboration, drafting, batch redacting, and record staging.



"NextRequest has saved me time, paper, and worry about staying up to date with the status of each request."

**– Director of Communications,
Judson Independent School
District, Live Oak, TX**

The screenshot displays the 'NEXTREQUEST' web portal. At the top, there's a navigation bar with links: PUBLIC RECORD REQUESTS, MAKE REQUEST, ALL REQUESTS, DOCUMENTS, and TASKS. The main heading is 'REQUEST A PUBLIC RECORD' with a subtext 'Documents, photos, emails, texts, videos, data and other records.' Below this is a yellow warning box stating 'Everything in this request box will be displayed publicly if the agency makes your request public.' The form includes a rich text editor with formatting options (B, I, U, list, link) and a placeholder 'Enter a description - include the record's title and date or date range if known'. There's a section for 'Upload and attach files (optional)' with a 'Choose file(s)' button. Below that is a 'Departments' section with a dropdown menu. The 'Case number' section has a text input field and a note 'If applicable, please provide a case number along with your request.' Finally, the 'Jordans field' section has a label 'please input number' and a text input field.



Elevate Compliance

Increase process efficiency and accuracy to reduce errors effectively and improve compliance.

Since 1967, The Freedom of Information Act (FOIA) has allowed the public to request records from federal agencies. All 50 states and the District of Columbia have similar laws and statutes that may include different requirements and exemptions. To ensure compliance, it's vital for local governments to understand their state's laws and statutes.

Adopting an automated, all-in-one system, like the CivicPlus NextRequest solution, helps local governments improve the efficiency and accuracy of their records request management processes, effectively reducing errors to improve compliance. The CivicPlus NextRequest solution supports this by providing agencies the ability to:

- Track records requests, communications, and document production for proof of compliance.
- Detect and redact sensitive information, such as social security numbers, emails, and phone numbers, automatically.
- Leverage batch redaction, even across hundreds of documents or emails.

- **Maintain a clear audit trail so staff always know the status of requests.**

In the event of an accountability audit, having easy access to all public records is crucial. If public records are in a state that hinders access to freely available information, an agency may be held accountable for failing to protect public resources and could face consequences for non-compliance.



"Prior to NextRequest, we struggled with tracking, time management, and redactions."

– Municipal Clerk, The Borough of Belmar, NJ

Explore 1397 requests

Filters: Request status, Request date (start), Request date (end)

Request	Status	Due Date	Request Date	Requester	Request Description
22-101	Open	02/03/2022	01/20/2022	zac@nextrequest.com	This is a test submission
22-100	Open	01/31/2022	01/14/2022	Velma Ferry	Amet sunt cupiditate. Consequatur enim sunt eu
22-99	Open	01/31/2022	01/14/2022	Zac	Eius ipsa dolorum et velit nemo natus. Quo alias
22-98	Open	01/31/2022	01/14/2022	Emanuel Bednar	Error ea illo error animi omnis optio cum. Non ev
22-97	Open	01/31/2022	01/14/2022	Ruben Turner	Autem aspernatur vel dolor et fugit sed dignissim
22-96	Open	01/31/2022	01/14/2022	Naomi Nicolas	Aspernatur non natus tenetur corrupti similique
22-95	Open	01/31/2022	01/14/2022	Edna Ruecker	Alias incidunt sunt corporis voluptate. Dolorum m
22-94	Open	01/31/2022	01/14/2022	Gary Zboncak	Error et quos odio velit nisi fugit ipsam. Ut dolori
22-93	Open	01/31/2022	01/14/2022	EZE Requester	Sunt placeat ullam quia ratione molestiae digniss
22-92	Open	01/31/2022	01/14/2022	.rachel@nextreque...	Praesentium maiores qui. Sunt nobis enim vel oc
22-91	Open	01/31/2022	01/14/2022	EZE Requester	Harum non quis veritatis libero qui dicta veniam
22-90	Open	01/31/2022	01/14/2022	Mrs. Wendy Hoeger	Unde officia et occaecati voluptas nulla voluptate
22-89	Open	01/31/2022	01/14/2022	alf78@example.org	Odio illum dicta consequatur placeat soluta quae
22-88	Open	01/31/2022	01/14/2022	eleonore.altenwer...	Consequatur vitae et quas fugit doloribus sint v
22-87	Open	01/31/2022	01/14/2022	Cindy Koch	Ut at et repudiandae ullam repellendus qui distr
22-86	Open	01/31/2022	01/14/2022	Casey Schultz	Earum explicabo nihil consequatur aperiam enim
22-85	Open	01/31/2022	01/14/2022	anonymous	Sit non voluptas sunt quam et ullam quaeat offic
22-84	Open	01/31/2022	01/14/2022	anonymous	Tempora et omnis accusamus est. Sed illo rem ve
22-83	Open	01/31/2022	01/14/2022	Amanda Satterfield	Quis voluptatem modi sequi ex natus aut omnis.



Mitigate Risk

Safeguard against litigation, fines, job loss, negative public perception, and more.

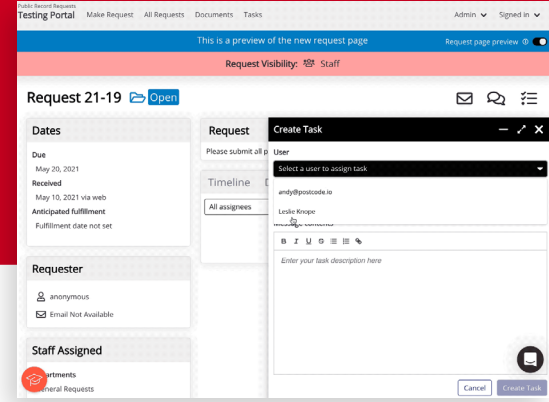
No matter what an agency's governing state public records laws are called (e.g., FOIA, APRA, Right to Know), non-compliance creates risk. This can occur in many ways, including but not limited to:

- **Missed records requests and deadlines for supplying information** – Non-response to records requests can damage your administration's reputation with residents. Even something as simple as a missed deadline can have costly consequences. In 2021, the City of Jackson, MS was fined \$170,397.50 to cover the legal fees of Gray Television after taking more than a year to fulfill a public records request. With the CivicPlus NextRequest solution, you can automate reminders to help staff stay within legal timeframes and set custom notifications to ensure nothing gets missed.
- **Inefficient payment processing** – When payment is required, inefficient payment processing can slow down the delivery of requested information, indirectly causing non-compliance. With the CivicPlus NextRequest solution, you can accept payments online, send and track invoices, and calculate staff billable hours, costs, and due dates automatically.
- **Decentralization** – Clerks and other agency staff do their best to respond to requests, but sometimes they get let down by a separate team responsible for helping to respond. This is one of the dangers of decentralized records request management. With [NextRequest's Risk module](#), you can leverage a single, all-in-one risk assessment dashboard that offers a centralized view of all documents across your portal, including their risk level, review status, and insight information, to coordinate and track reviews and handoffs across teams.
- **Failure to capture every record from social media** – Agencies must easily produce social media content if there is a public records request for it. Gaps in social content archival open agencies up to risk. In 2022, the Los Angeles County Board of Supervisors approved a \$185,000 settlement after a lawsuit alleging the LA County Sheriff's Department failed to adequately respond to a request for public records. The good news is that CivicPlus has an additional solution to cover the need to archive social content.



"When you only have a short amount of time because it's not the only important part of your job, you need the big tools to help you do it and see it more clearly."

– eGovernment Services Coordinator, State of Iowa





Improve Public Trust

Embrace transparency to grow public trust.

Agencies must track in detail each request from start to finish. If there is a compliance issue, it is often because an individual does not feel a government agency is being transparent. Anything agencies can do to provide more information and greater transparency is important.

Preemptively publishing the public information that is most likely to be requested increases efficiency and transparency. Publishing information post-request, when appropriate, also increases transparency.

An agency's entire records request management process needs to give the public what they're looking for: information easily accessed and delivered. If an agency's software simplifies and streamlines the process of granting requests, individuals in the community will be more empowered and engaged.

At the same time, agencies that demonstrate efficiency and compliance with records requests through the use of software like the CivicPlus NextRequest solution meet public expectations for modernization in today's digital age. Demonstrating efficiency and compliance also builds credibility and trust. A CivicPlus study conducted with over 15,000 residents reveals that public trust increases with quicker response times by agencies

Document	Request	Upload Date	Downloads	Visibility
np.a.pdf	17-114	07/19/2017	6	staff
https://pilot.nextrequest.com/documents/7351482	21-22	05/25/2021	5	requester
https://pilot.nextrequest.com/documents/1396093	21-22	05/20/2021	5	requester
Teneka_Morley_8.1.17-8.31.17--teneka.morley@bremertonscho...		02/04/2020	5	staff
Draft: NOE & NORA - Canon St Pocket Park.html	21-556	11/29/2021	4	staff
2111 NW 23 Avenue Miami, FL 33142.html	20-130	06/06/2020	4	staff
[EXTERNAL] Wind Farm Town Hall Comments.html	21-13	03/18/2021	4	staff
2111 NW 23 Avenue - Unit Verification.html	20-130	06/06/2020	4	staff
Check Register FY2019 (1).Redacted (1) (1).pdf-redacted.pdf	20-151	10/14/2020	4	public
Check Register FY2019 (1).Redacted (1) (1).pdf-redacted.pdf	20-151	10/14/2020	4	public
Start Date: 1/28/02; HourAhead hour: 3; .txt	21-675	12/17/2021	4	staff
[EXTERNAL] Wind Farm Town Hall Comments.html	21-13	03/18/2021	3	staff
Public Records Request.mmg	20-122	04/24/2020	3	staff
Check Register FY2019 (1).Redacted (1) (1).pdf-redacted.pdf	20-151	10/14/2020	3	public
hamlet.pdf	21-26	07/01/2021	3	staff
Check Register First 50.pdf-redacted.pdf	20-151	10/14/2020	3	public
Check Register FY2019 (1).Redacted (1) (1).pdf-redacted.pdf	20-151	10/14/2020	3	public
Schedule Crawler: HourAhead Failure.txt	21-675	12/17/2021	3	staff
Screen Shot 2020-09-21 at 9:28:56 AM.png	20-146	09/21/2020	2	public
2017-11-30_Order_Form_template__DONTOVERWRITE_docx	18-48	04/06/2018	2	staff
Picture of Dogs	20-164	12/08/2020	2	staff
jonathan.goldberg@sfdpw.org (1).pst	21-17	04/29/2021	2	public



"NextRequest allows us to meet the mission that the City has always had, to be transparent and to be open and to provide what we can."

**– Records and Cemetery Manager,
City of Orlando, FL**



Ensure Security

At CivicPlus, we encrypt all data at rest and in transit, map to Health Insurance Portability and Accountability Act (HIPAA) and Criminal Justice Information Services (CJIS) security rule controls, and complete an annual Systems and Organization Controls 2 (SOC 2) audit. In addition, the NextRequest solution's online payment capabilities are PCI-compliant.

- **Encryption** – All data is encrypted at rest using AES-256 and in transit using TLS v1.2. Documents can only be accessed through a valid token that expires. For data, we encrypt in transit using TLS 1.2 and AES-256 at rest.
- **Application and Data Storage** – The CivicPlus NextRequest solution stores and manages data in highly secure data centers operated by AWS, which implements industry-leading security measures. AWS' certifications include ISO 27001, FISMA, and SOC. All data is hosted in the United States. NextRequest uses Amazon S3 to store customer image assets and documents.
- **Backups and Redundancy** – Data is backed up daily, weekly, and monthly. We maintain redundancy to prevent single points of failure, are able to replace failed components, and utilize multiple data centers designed for resiliency. We also have a step-by-step plan in place to take precautions and minimize the effects of a disaster.
- **Updates and Patches** – NextRequest uses a software-as-a-service (SaaS) delivery model. This means customers are always using the most up-to-date version of the application and don't have to wait for new releases, including security updates. Development is conducted on a two-week cycle.
- **Single Sign On (SSO)** – NextRequest can add SSO integrations like Active Directory and OAuth to improve password security and access controls across the enterprise organization, and it supports Okta or any SAML-based SSO.



"What's not to love? The ease of use, the functionality, the updates that are provided, the efficiency!"

– Clerk/Manager, Township of Eastampton, NJ





Take the Next Step

Community members trust that their government agencies will promptly deliver the services they need while operating in their best interests. CivicPlus solutions build trust by fostering consistently positive digital experiences for community members and local government staff alike. As a result, the thousands of government agencies partnering with CivicPlus streamline operations, save money, and improve civic engagement. But don't just take our word for it.

Explore the CivicPlus NextRequest solution firsthand. After all, seeing is believing:

[Request a Demo Now](#)

Still shopping around? We get it: This [20-question checklist](#) helps ensure you consider every critical factor before signing a contract with a new software vendor.



**CivicPlus**

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

Quote #:**Date:****Expires On:**

Statement of Work

Q-79346-1

7/15/2024 8:32 AM

7/31/2024

Client:

City of McFarland, CA

Bill To:

MCFARLAND, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kemp Wyatt		kemp.wyatt@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Economy Implementation	NextRequest Economy Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Economy	NextRequest Economy with up to 5 Admin-Publisher Users and 1TB of Storage

List Price - Initial Term Total	USD 13,476.00
Total Investment - Initial Term	USD 10,781.40
Annual Recurring Services (Subject to Uplift)	USD 5,988.00

Initial Term	8/1/2024 - 7/31/2026, Renewal Term 8/1 each calendar year
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Initial Term Invoice Schedule	\$4,494 Invoiced on 8/1/2024. \$6,287.40 invoiced on 8/1/2025.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: CONSENT AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Adopt Resolution 2024-88 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

SUMMARY:

The State of California, Department of Housing and Community Development issued a notice of funding under the PLHA program which would allow cities to apply for funding to address one or more eligible activities. The city would like to amend the current allocation for funding to assist with acquisition and rehabilitation of foreclosed or vacant homes and apartments to increase the supply of affordable housing. This activity aims to revitalize neighborhoods and provide safe, affordable housing to those in need. This funding will have a 15% administrative compensation that the city will be able to receive if awarded.

FINANCIAL IMPACT:

No fiscal impact, funding was previously allocated and is being reprogrammed through this action.

RECOMMENDATION:

Staff recommends City Council approve the amendment to Resolution No. 2024-88 authorizing the City Manager to Apply and Adopt the PLHA Program.

ATTACHMENTS:

None

RESOLUTION NO. 2024-88

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE APPLICATION AND AMENDING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the Department is authorized to provide up to \$296 million under the SB2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability(“NOFA”) dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA)Program;

WHEREAS, the City of McFarland is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements,the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes,rules, regulations, and laws, including without limitation all rules and laws regarding thePLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA \$676,841 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules, and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant’s PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.
5. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
6. The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the

Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on July 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana, Interim City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Paul M. Saldana, Interim City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: CONSENT AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Yerlys Hernandez , Public Works Director

SUBJECT: Adopt Resolution 2024-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH BHT ENGINEERING, INC., FOR ON-CALL ENGINEERING SERVICES FOR FEDERAL AND STATE FUNDED PROJECTS.

SUMMARY:

The City of McFarland receives federal and state funds for local streets and road projects. Caltrans Local Assistance Procedure Manual Chapter 10 requires that agencies follow their Request for qualifications(RFQ) process for procurement of on-call engineering services for our federal and state-funded projects.

The City issued a Request for Qualifications (RFQ) for on call engineering services on July 3, 2024, and responses were received by July 19, 2024. A total of (3) consultants responded to the City's RFQ by providing their statement of qualifications. The Consultants that provided a response to the RFQ are as follows: Diversified Project Services International, BHT Engineering, Inc., and Precision Civil Engineering.

The consultant selection committee comprised of (3) city staff members individually scored the three consultants' statement of qualifications. The scoring criteria was based on six main criteria: 1) Understanding of the work to be done 2) Design Engineering experience of state/federal funded projects 3) Construction Engineering/Management experience of state/federal funded projects 4) Qualifications of individuals within the consultants' organization directly responsible for the work 5) Familiarity with local, state, and federal procedures/requirements and 6) DBE Participation. The cumulative ranking results of staff ranked BHT Engineering, Inc. as the top ranked consultant.

Final scores are shown in the Table below:

Consultant	Total Score:
BHT Engineering	288
Diversified Project Services International	258
Precision Civil Engineering	225

City Staff proceeded in requesting BHT Engineering's fee schedule for review. City staff found

BHT's fee schedule to be fair and reasonable. Staff is requesting authorization for the City Manager to execute the award of the consultant contract agreement with BHT Engineering, Inc. for On-Call Engineering services for Federal and State Funded Projects for a period of 5 years and not to exceed sum of \$900,000 aggregate.

FINANCIAL IMPACT:

There is no Financial Impact to the General fund as the Engineering services will be funded by state/federal grant funds.

RECOMMENDATION:

Staff recommends adopting a resolution authorizing the City Manager to sign and execute the award of a professional services agreement with BHT Engineering, Inc., for On-Call Engineering Services for Federal and State Funded Projects.

ATTACHMENTS:

1. Consultant Agreement - BHT
2. McFarland - CALTRANS - RFQ Engineer Procurement(rebid)
3. Fee Shedule - McFARLAND - July 2024

RESOLUTION NO. 2024-82

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH BHT ENGINEERING, INC., FOR ON-CALL ENGINEERING SERVICES FOR FEDERAL AND STATE FUNDED PROJECTS.

WHEREAS, the City of McFarland receives federal and state funds for local streets and road projects. Caltrans Local Assistance Procedure Manual Chapter 10 requires that agencies follow their Request for qualifications(RFQ) process for procurement of on-call engineering services for our federal and state funded projects; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for on call engineering services on July 3, 2024 and responses received by July 19, 2024. A total of (3) consultants responded to the City's RFQ by providing their statement of qualifications; and

WHEREAS, the cumulative ranking results of staff ranked BHT Engineering, Inc. as the top ranked consultant; and

WHEREAS, staff is requesting authorization for the City Manager to execute the award of the consultant contract agreement with BHT Engineering, Inc. for On-Call Engineering services for Federal and State Funded Projects for a period of 5 years and a not to exceed sum of \$900,000 aggregate;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City Council hereby approves the award of the consultant contract agreement with BHT Engineering, Inc. for On-Call Engineering services for Federal and State Funded Projects for a period of 5 years and a not to exceed sum of \$900,000 aggregate.
3. The City Clerk shall certify the passage and adoption of this resolution.
4. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on July 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				

Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana, Interim City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Paul M. Saldana, Interim City Clerk

CONSULTANT CONTRACT AGREEMENT
(For Local Assistance Federal-Aid Projects)

ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
BHT ENGINEERING,

Incorporated in the State of CALIFORNIA
The Project Manager for the "CONSULTANT" will be JUAN PANTOJA The name
of the "LOCAL AGENCY" is as follows:
CITY OF MCFARLAND

The Contract Administrator for LOCAL AGENCY will be YERLYS HERNANDEZ,
PUBLIC WORKS DIRECTOR

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated JUNE 2024. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

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- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

The CONSULTANT shall provide services to the City including, but not limited to; CEQA/NEPA coordination or compliance documentation, program/project management, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture, or architectural related services, construction management/engineering, as well as incidental services connected to and for the purpose of development and implementation of Federal-aid, and State funded projects. Successful firm will represent the City at all state, local or federal project audits.

The project will require coordination with Caltrans, FHWA, and/or other state, local and federal agencies. Project design shall meet all City Requirements and conform to the City and Caltrans standard specifications, current edition.

CITY will pay for direct project's construction phase advertisement costs.

B. Project Management

- a.** The Public Works Director will serve as the contract manager and direct liaison between the Consultant and Caltrans District 6 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field

reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and/or other agencies.

- b.* Due to the fact that many of the City's current and future projects are funded by Federal and State grants, the selected consulting firm must have excellent knowledge of the requirements of Caltrans' Local Assistance Procedures Manual requirements.
- c.* Preliminary Engineering Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- d.* Prepare and submit progress invoices to Caltrans for reimbursement.

C. Environmental Compliance

- a.* Coordinate with Caltrans Dist. 6 and schedule a field review of the site, as needed.
- b.* Perform the site review, survey and study. Prepare and supply all reporting, presentations, documents, and mitigation requirements, etc. necessary to meet current NEPA environmental compliance requirements. Note: **Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision** (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference). City staff will prepare the CEQA document.
- c.* Coordinate with Caltrans Dist. 6 to determine if special studies will be required, i.e. cultural, archeological etc.
- d.* Prepare, submit, correct, edit and add information for the Exhibit 6-A Preliminary Environmental Study (PES) document and Area of Potential Effects (APE) map, as necessary. ***Contracting City is not obligated to proceed with final design for any alternative, all reasonable alternatives will be evaluated and given appropriate consideration, and the firm may not proceed with final design until the relevant CEQA/NEPA decision documents have been issued (e.g., CE, FONSI, or ROD).***

Cl. Preliminary Engineering

- a.* Scope includes: Civil Engineering / Architectural / Field Survey / Soils & Materials Testing
- b.* Coordinate with City Manager, Public Works Director, City Project Coordinator and/or Street Supervisor for initial concept and direction.
- c.* Surveys and Mapping – review aerial photos, mapping and perform surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
- d.* Prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable.
- e.* Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- f.* Develop concept and design drawings for submission to regulatory or funding bodies for approvals including, but not limited to: FHWA, and their corresponding California State agencies.
- g.* Submit preliminary design and preliminary construction cost estimate to the City for review and comment.
- h.* Prepare exhibits, renderings, drawings and prepare presentations to City Staff and/or City Council.
- i.* Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, if any, including relocation of utility poles, as needed.

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- j.** Provide geotechnical evaluations and recommendations services with field investigation borings, field samples, lab testing, as needed, for pavement design section, driveways, curb & gutter, cross gutters, footings, slabs, etc.
 - k.** Provide civil engineering and/or architectural design for complete roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, waste water, sewer improvements, water improvements, site improvements, structure/bridge design, building design, etc.
 - l.** On behalf of the City, apply for and obtain all required approvals and permits from all governing public agencies for the construction of the project.
 - m.** Coordination with Adjacent Properties – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
 - n.** Assist City in applying for and obtaining utility services and/or relocation of existing utilities necessary for project(s) to be constructed and functional.
 - o.** Prepare construction plans, specifications and bidding documents for construction. (utilizing the Caltrans Standards and AASHTO Geometric Design guidelines, current edition). The Construction Plans, Specifications, Special Provisions and Bid Documents shall be adequate for obtaining construction bids in accordance with all applicable regulations and requirements of the pertinent Local/Federal/State funding entities.
 - p.** Prepare a final detailed Construction Cost Estimate for the project based on the final design report. The Preliminary Construction Cost Estimate shall be an itemized estimate, including all of the components necessary for the complete construction of the project.
 - q.** The CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.
 - r.** Provide an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.
 - s.** Construction Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Construction package to advance project to construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.

E. Bid Process

- a.** Assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited:
 - 1) Distribute plans and specifications to Contractors and Plan Rooms
 - 2) Keep Plan holders list
 - 3) Prepare addendums
 - 4) Perform design revisions, additions, answers to questions, RFI's, etc.
 - 5) Attend and conduct pre-bid and site walk meetings
 - 6) Review three lowest bids and their good faith DBE efforts
 - 7) Prepare bid summary
 - 8) Verify low bidder's qualifications
 - 9) Make recommendations for awarding the construction contract

F. Construction Engineering/Management/Inspection/ Soils and Materials Testing:

- a.** Provide Construction Engineering/Management and/or inspection services.
- b.** Review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed.
- c.** Coordinate with utility companies for connections, service, relocations, etc.
- d.** Perform construction staking as required.
- e.** Perform contract administration paperwork, including, but not limited to, review contractor's payment requests and make recommendation for payment, conflict resolution, check certified payroll, releases, bonds, final pay requests certificate of completion, etc.

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- f.* Investigate proposed contract change orders and submit background information to the City for a decision, if justified, and prepare necessary drawings and documents for approval.
 - g.* Perform inspection services, RE's daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc.
 - h.* Responsible for ensuring that all work is built to standards defined by the contract documents.
 - i.* Perform materials and soils testing per City's Quality Assurance Program. Materials testing services includes:
 - Engage third-party testing and inspection firm.
 - Sampling and testing of soils, asphalt concrete, concrete, steel, and other construction materials.
 - Evaluation of results and furnishing of testing reports.
 - Additional testing as applicable to ensure project expectations are met. (i.e., quality assurance testing).
 - j.* Prepare and maintain as-built drawings and construction documentation for review by any auditing City.
 - k.* Prepare the final punch list and oversee punch list item resolution.
 - l.* Project Close Out.
 - m.* Represent the City at all local, state or federal project audits.

G. Right of Way

CONSULTANT shall prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.

H. Surveys

CONSULTANT shall review aerial photos, mapping and perform preliminary surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance.

CONSULTANT shall Perform construction surveys/staking as needed.

I. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. Soils testing and any other specialized services shall be performed by CONSULTANT and/or their Sub-Consultant.

J. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

K. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

L. Checking Shop Drawings

CONSULTANT shall review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed. Payment for checking shop drawings by CONSULTANT shall be included in the AGREEMENT fee.

M. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

N. Documentation and Schedules

The CONSULTANT shall document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

O. Deliverables and Number of Copies

As agreed upon by the City and consultant in a Task Order for each project.

As a MINIMUM the CONSULTANT shall provide an electronic copy of the final approved plans and specifications, and a hard copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. If requested, additional copies shall be provided at reproduction cost.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on JUNE 27, 2024, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on JUNE 27, 2029, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

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- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

CITY OF MCFARLAND
ATTN: Yerlys Hernandez
401 W. Kern Avenue
McFarland, CA 93250

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The LOCAL AGENCY anticipates to enter into up to ten (10) task order contracts for performance of the Scope of Services identified in **Article III of this AGREEMENT**. The total amount payable

by the LOCAL AGENCY for all Task Order Contracts must not exceed a cumulative maximum total value of **Nine Hundred Thousand Dollars (\$900,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders. Each time a Task Order is awarded under any of the Task Order Contracts, the LOCAL AGENCY may send written notification to CONSULTANT. The notice will identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. CONSULTANT acknowledges and agrees that LOCAL AGENCY will not pay any amount under this AGREEMENT that would exceed the NTE Sum, and CONSULTANT must not enter into a Task Order that exceeds the NTE Sum.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the

AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise

during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the

LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before

CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and

supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a

Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
 5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public

works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

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- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

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- B. The goal for DBE participation for this AGREEMENT is **5.00** %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or

refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFES to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have

agreed to perform, and the following:

- Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFES to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their

own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: No later than the 10th of the month following the month of any payment(s), the CONSULTANT must submit an invoice for payment along with Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment to the Caltrans Business Support Unit at Business.Support.Unit@dot.ca.gov. Provide a copy to the LOCAL AGENCY administering the contract.
For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance:

The City requires a minimum of Two Million Dollars (\$1,000,000) Professional Liability Insurance, and General Liability Insurance; One Million Dollars (\$1,000,000) Automobile Liability Insurance, and Workers' Compensation Insurance.

- B. The Certificate of Insurance will provide:

- 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
- 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
- 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

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- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each

considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt

payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

-
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
 - f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained

as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits

discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

BHT Engineering, Inc.

Juan Pantoja, Project Manager

218 S. H Street, Suite 201

Bakersfield, CA 93304

LOCAL AGENCY: City of McFarland

Yerlys Hernandez, Contract Administrator

(401 W. Kern Avenue

McFarland, CA 93250

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CITY OF MCFARLAND

BHT Engineering, INC.

Saul Ayon, Mayor

Juan Pantoja, Principal Engineer

Date: _____

Date: _____

Attest:

City Clerk



REQUEST FOR QUALIFICATIONS

FOR

PROFESSIONAL ENGINEERING ON-CALL

SERVICES FOR FEDERAL AND STATE FUNDED

PROJECTS

City of McFarland
401 W. Kern Avenue
McFarland, CA 93250
(661)792-3091

Issued by Yerlys Hernandez, Public Works Director

Date Released: July 3, 2024
Due Date: July 19, 2024
2:00 PM PST

**NOTICE OF REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ENGINEERING ON-CALL SERVICES
FOR FEDERAL AND STATE FUNDED PROJECTS**

1. The City of McFarland (hereinafter "CITY") is soliciting sealed Statements of Qualifications(SOQ) from qualified and experienced firms to provide Professional Engineering On-Call Services for activities associated with Federal and State funded projects including, but not limited to Federal Highway Administration(FHWA). Additional details and requirements are provided in Section 2 "Scope of Work" of the RFQ.
2. The services to be performed by the successful proposer are described in the Request for Qualifications (RFQ). Electronic Copies of the RFQ can be obtained at no charge from: 401 W. Kern Avenue McFarland, CA 93250, (661) 792-3091, or by emailing yhernandez@mcfarlandcity.org. Upon written request for electronic documents, the proposer will be added to the Registered RFQ holders list.
3. All responses shall be submitted to the City Clerk of the City of McFarland on or before July 19, 2024 at 2:00 p.m. Pacific Time.
4. All responsive proposals shall be reviewed and evaluated by the CITY in order to determine which proposer best meets the "CITY's" needs for the "PROJECT". The criteria by which the "CITY" shall evaluate proposals are set forth in the Request for Qualifications.
5. The "CITY" reserves the right to reject any and all proposals or waive any irregularities in any proposal or postpone the opening of proposals as the "City" deems to be in its best interest.
6. Proposers are advised that, as required by Federal Law, the City of McFarland is implementing a Disadvantaged Business Enterprise requirement (DBE). The DBE contract goal is 20 percent.
7. Title VI of the Civil Rights Act of 1964 – disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

Francisca Alvarado, City Clerk

Date: July 3, 2024

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PROFESSIONAL ENGINEERING ON-CALL SERVICES FOR FEDERAL AND STATE FUNDED PROJECTS

SECTION 1. INTRODUCTION

A. Purpose of Request for Qualifications (RFQ)

The City of McFarland (hereinafter "City") is soliciting sealed Statements of Qualifications (SOQ) from qualified and experienced firms to provide Professional Engineering On-Call Services for activities associated with Federal and State funded projects, including, but not limited to Federal Highway Administration (FHWA). Additional details and requirements are provided in Section 2 "Scope of Work" of this RFQ.

The City, is awarded several construction and improvement projects every year that are state, and federal funded. In order to comply with local, state and federal regulations and due to limited staffing and expertise, certain services are to be contracted out. The selected consultant will be responsible for providing the City professional services on an as-needed basis (on-call). The Consultant shall only perform work that is assigned or requested in an authorized Task Order. This Contract does not guarantee that a Task Order will be issued.

The Consultant shall provide services to the City including, but not limited to; CEQA/NEPA coordination or compliance documentation, program/project management, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture, or architectural related services, construction management/engineering, as well as incidental services connected to and for the purpose of development and implementation of Federal-aid, and State funded projects. Successful firm will represent the City at all state, local or federal project audits.

The firm selected must demonstrate experience of federally funded projects administered through Caltrans Local Assistance District 6 and the Local Assistance Procedures Manual.

The City project(s) will require coordination with Caltrans, FHWA, and/or other state, local and federal agencies.

The firm selected must demonstrate experience in providing professional services, and must be exceptionally capable of producing the desired services in a highly professional and cost-conscious manner.

For the purpose of this RFQ, the term "Consultant" and "Firm" and "Proposer" are interchangeable and refer to the qualified firm hired to provide the services.

For the purpose of this RFQ/Agreement, the following definitions shall apply:

OWNER is the City of McFarland.

PROPOSER is a firm which submits a proposal in response to this RFQ.

CONSULTANT is a firm hired by the City to provide the services described in this RFQ.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of McFarland that are charged with the review and approval of the project within the city limits.

STATE REGULATORY AGENCY refers to all State of California agencies that might have jurisdiction over the project design and/or construction.

FEDERAL REGULATORY AGENCY refers to all United States of America federal agencies that might have jurisdiction over the project design and/or construction.

B. Tentative Timeline and Schedule of Events

RFQ Release Date	July 3, 2024
Submission of Questions & Requests for Clarification Due	July 15, 2024
SOQ Submission Deadline	July 19, 2024
Review and Evaluation of SOQ	July 22, 2024
Interviews with finalist firms (<i>if held</i>)/ Cost Negotiation	July 25, 2024
Recommended firm presented to Caltrans for approval	July 29, 2024
Recommended firm presented to City Council for approval	August 8, 2024

The City reserves the right to modify this timeline at any time. Any changes will be issued via Addendum to this RFQ.

C. Disadvantaged Business Enterprise (DBE) Participation

The City of McFarland has established a **DBE Goal is 20%** for this Contract. Refer to Attachment 1 – Exhibit 10-I - Notice to Proposers DBE Information.

D. Contract Period

This Scope of Services will include on-call engineering services to the City for projects with Federal-aid, and/or State funds for a period not to exceed five (5) years.

E. Method of Payment

1. Consultant shall be paid based on Specific Rates of Compensation.
2. Specific projects will be assigned to Consultant through issuance of Task Orders.
3. After a project to be performed under this contract is identified by the City; The City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate the City's Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the City and Consultant.
4. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved Cost Proposal.
5. The City anticipates to enter into up to ten (10) task order contracts for performance of the Scope of Services identified in Section 2 of this RFQ. The total amount payable by the City for all Task Order Contracts must not exceed a cumulative maximum total value of Nine Hundred Thousand Dollars (\$900,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders. Each time a Task Order is awarded under any of the Task Order Contracts, the City may send written notification to Consultant. The notice will identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the

NTE Sum. Consultant acknowledges and agrees that City will not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

6. Any extensions, changes, amendments or contract price revisions are subject to City Council approval. DIR requirements are to be met by the consultant. A copy of the Consultant Agreement is included.

F. Questions and Request for Clarification

Any questions or requests for clarification about this RFQ must be submitted in writing to Yerlys Hernandez – Public Works Director at yhernandez@mcfarlandcity.org.

For the benefit of all proposers, no questions can be accepted after **2:00 p.m. on July 15, 2024**. A summary of any questions received and their responses will be sent to all consultants/agencies who have requested an RFQ. No oral question or inquiry about this RFQ shall be accepted.

SECTION 2. SCOPE OF WORK/SERVICES

This solicitation is not for specific projects, but for specific services. All work performed under this contract will require approval by the City's Contractor Administrator and issued through a Task Order. A task order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the task orders. The task order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

A. Sample Scope of Work/Services

Projects and services are unique, and the exact scope of work will vary between services and projects. However, typical professional services for projects might include but not be limited to the following general scope:

1. Project Management

- a.** The Public Works Director will serve as the contract manager and direct liaison between the Consultant and Caltrans District 6 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and/or other agencies.
- b.** Due to the fact that many of the City's current and future projects are funded by Federal and State grants, the selected consulting firm must have excellent knowledge of the requirements of Caltrans' Local Assistance Procedures Manual requirements.
- c.** Preliminary Engineering Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- d.** Prepare and submit progress invoices to Caltrans for reimbursement.

2. Environmental Compliance

- a.** Coordinate with Caltrans Dist. 6 and schedule a field review of the site, as needed.
- b.** Perform the site review, survey and study. Prepare and supply all reporting, presentations, documents, and mitigation requirements, etc. necessary to meet current NEPA environmental compliance requirements. **Note: Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical**

Exclusion. City staff will prepare the CEQA document.

- c. Coordinate with Caltrans Dist. 6 to determine if special studies will be required, i.e. cultural, archeological etc.
- d. Prepare, submit, correct, edit and add information for the Exhibit 6-A Preliminary Environmental Study (PES) document and Area of Potential Effects (APE) map, as necessary. ***Contracting City is not obligated to proceed with final design for any alternative, all reasonable alternatives will be evaluated and given appropriate consideration, and the firm may not proceed with final design until the relevant CEQA/NEPA decision documents have been issued (e.g., CE, FONSI, or ROD).***

3. Preliminary Engineering

- a. Scope includes: Civil Engineering / Architectural / Field Survey / Soils & Materials Testing
- b. Coordinate with City Manager, Public Works Director, City Project Coordinator and/or Street Supervisor for initial concept and direction.
- c. Surveys and Mapping – review aerial photos, mapping and perform preliminary surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
- d. Prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable.
- e. Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- f. Develop concept and design drawings for submission to regulatory or funding bodies for approvals including, but not limited to: FHWA, and their corresponding California State agencies.
- g. Submit preliminary design and preliminary construction cost estimate to the City for review and comment.
- h. Prepare exhibits, renderings, drawings and prepare presentations to City Staff and/or City Council.
- i. Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, if any, including relocation of utility poles, as needed.
- j. Provide geotechnical evaluations and recommendations services with field investigation borings, field samples, lab testing, as needed, for pavement design section, driveways, curb & gutter, cross gutters, footings, slabs, etc.
- k. Provide civil engineering and/or architectural design for complete roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, waste water, sewer improvements, water improvements, site improvements, structure/bridge design, building design, etc.
- l. On behalf of the City, apply for and obtain all required approvals and permits from all governing public agencies for the construction of the project.
- m. Coordination with Adjacent Properties – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
- n. Assist City in applying for and obtaining utility services and/or relocation of existing utilities necessary for project(s) to be constructed and functional.
- o. Prepare construction plans, specifications and bidding documents for construction. (utilizing the Caltrans Standards and/or AASHTO Geometric Design guidelines, current edition). The Construction Plans, Specifications, Special Provisions and Bid Documents shall be adequate for obtaining construction bids in accordance with all applicable regulations and requirements of the pertinent Local/Federal/State funding entities.
- p. Prepare a final detailed Construction Cost Estimate for the project based on the final

- design report. The Preliminary Construction Cost Estimate shall be an itemized estimate, including all of the components necessary for the complete construction of the project.
- q.** The CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.
 - r.** Provide an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.
 - s.** Construction Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Construction package to advance project to construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
4. Bid Process
- a.** Assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited:
 - 1) Distribute plans and specifications to Contractors and Plan Rooms
 - 2) Keep Plan holders list
 - 3) Prepare addendums
 - 4) Perform design revisions, additions, answers to questions, RFI's, etc.
 - 5) Attend and conduct pre-bid and site walk meetings
 - 6) Review three lowest bids and their good faith DBE efforts
 - 7) Prepare bid summary
 - 8) Verify low bidder's qualifications
 - 9) Make recommendations for awarding the construction contract
5. Construction Engineering/Management/Inspection/ Soils and Materials Testing:
- a.** Provide Construction Engineering/Management and/or inspection services.
 - b.** Review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed.
 - c.** Coordinate with utility companies for connections, service, relocations, etc.
 - d.** Perform construction surveys/staking as needed.
 - e.** Perform contract administration paperwork, including, but not limited to, review contractor's payment requests and make recommendation for payment, conflict resolution, check certified payroll, releases, bonds, final pay requests certificate of completion, etc.
 - f.** Investigate proposed contract change orders and submit background information to the City for a decision, if justified, and prepare necessary drawings and documents for approval.
 - g.** Perform inspection services, RE's daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc.
 - h.** Responsible for ensuring that all work is built to standards defined by the contract documents.
 - i.** Perform materials and soils testing per City's Quality Assurance Program. Materials testing services includes:
 - Engage third-party testing and inspection firm.
 - Sampling and testing of soils, asphalt concrete, concrete, steel, and other construction materials.
 - Evaluation of results and furnishing of testing reports.
 - Additional testing as applicable to ensure project expectations are met. (i.e., quality assurance testing).
 - j.** Prepare and maintain as-built drawings and construction documentation for review by any auditing City.
 - k.** Prepare the final punch list and oversee punch list item resolution.
 - l.** Project Close Out.
 - m.** Represent the City at all local, state or federal project audits.

B. Deliverables

As agreed upon by the City and consultant in a Task Order for each project.

C. Schedule

As agreed upon by the City and consultant in a Task Order for each project.

SECTION 3. STATEMENT OF QUALIFICATIONS

A. Submission Requirements

These guidelines are provided for standardizing the preparation and submission of the SOQ's by all consultants. The intent of these guidelines is to assist consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content. Proposals should be prepared in a concise and economic manner. Proposals shall be prepared on 8 ½" x 11" paper in at least 11-point font. Use of 11" x 17" foldout sheets for large tables, charts, or diagrams is permissible but should be limited.

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

City of McFarland
Yerlys Hernandez, Public
Works Director
401 W. Kern Avenue
McFarland, CA 93250

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter shall address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Organization and Approach

The consultant's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the scope of work and satisfy all the requirements as described in this RFQ and shall include the following information:

1. Background of your firm.
2. Name of project manager who is a Registered Civil Engineer in the State of California.
3. Identification of sub-consultant(s) and respective project manager(s) assigned to the project.
4. An organization chart depicting the relationships between the prime consulting firm's team members and the sub-consultants. The organization chart shall include every person whose resume is submitted.
5. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
6. Describe the roles of key individuals on the team. Provide resumes for all key team members. Resumes shall show relevant experience, for the Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of scope of work.

3. Consultant Information, Qualifications & Experience

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting City
2. Contracting City Project Manager
3. Contracting City contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

5. Certificates of Insurance

A statement of proposer's current insurance coverage signed by a company official. **Do not** submit a certificate of insurance in lieu of this statement. The City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, and General Liability Insurance; One Million Dollars (\$1,000,000) Automobile Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of proposer's ability and intent to obtain the required coverage must be included.

6. Conflict of Interest Statement

Include a statement describing any potential or known conflict of interest regarding this proposal and/or the City of McFarland, or affirm that you do not have a conflict of interest.

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

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

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

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as **Attachment 2**.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

9. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to **Attachment 1** – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in **Attachment 1**.

- Local City Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1).
The City has established a DBE Goal of 20% for this Contract.
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q).

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. All contractors and subcontractors who bid or work on public works projects must register with the Department of Industrial Relations (DIR).

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local City Proposer DBE Information (Consultant Contracts) (LAPM 10-O2)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

Exhibits can be found in the LAPM manual at <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>.

B. Submission Instructions

Proposers responding to this RFQ must include in their submittal package the following items:

- Three (3) hard copies of the firm's SOQ; **OR**
- One (1) electronic copy in PDF format of the original document, except the cost proposal, on a USB Flash Drive containing one PDF file of the full response that is clearly labeled with the firm's name; **AND**
- Signed copy of PROPOSER's ACKNOWLEDGEMENT of the draft contract agreement (refer to Section 7 of this RFQ and **Attachment 2**).

The above submittal items must be placed into a sealed envelope bearing proposer's name and the words:

RFQ - Professional Engineering Services for Federal, State and Locally Funded Projects,
City of McFarland

The submittal package must be delivered to:

City of McFarland
Yerlys Hernandez, Public
Works Director
401 W. Kern Avenue
McFarland, CA 932

The above submittals can be mailed or hand delivered but regardless of the postmark date, must be received by the City by **2:00 PM July 19, 2024**. Electronic transmissions either by fax or email will NOT be accepted.

The City assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the proposer's responsibility to meet the deadline stated above.

Submittals which do not contain the requisite number of copies and all the information requested in the RFQ may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive.

Fax or email copies will not be accepted. All submittals become the property of the City of McFarland and will not be returned.

SECTION 4. QUALIFICATIONS EVALUATION PROCESS AND CRITERIA

A. Evaluation Process

All submittals will be evaluated by the City of McFarland Selection Committee. The Committee may be composed of City's staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Public Works Director only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. If agreement cannot be reached, then negotiation proceeds to the next most qualified consultant. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

B. Evaluation Criteria

The City will evaluate the submissions received based on criteria including the following:

No.	Criteria	Weight
1	Understanding of the work to be done	25
2	Design Engineering experience of state/federal funded projects	20
3	Construction Engineering/Management experience of state/federal funded projects	20
4	Qualifications of individual within the Consultant's organization directly responsible for the work	15
5	Familiarity with local, state and federal procedures/requirements	15
6	DBE Participation	5

SECTION 5. PROTEST PROCESS

If a proposer desires to protest the selection decision, the proposer must submit by facsimile or email a written protest within five (5) business days after the delivery of the decision notice. The written protest should be submitted to the Public Works Director as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the proposer and must state the specific reason(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non---selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal. Protest procedures and dispute resolution processes should be in accordance with 2 CFR 200.318(k) and 23 CFR 172.5(c) (18).

The Public Works Director will respond to a protest within ten (10) business days of receipt, and City representatives may, at its election, set up a meeting with the proposer to discuss the concerns raised by the protest. The decision of the City representatives will be final. The protest letter may be Emailed to:

Yerlys Hernandez, Public Works Director
yhernandez@mcfarlandcity.org

SECTION 6. CONFIDENTIALITY OF RESPONSES

While the City cannot guarantee the confidentiality of information submitted by the City, it will make reasonable efforts to protect the information to the extent possible, as permitted by law. If sensitive information, such as personal financial statements, is necessary for support of capacity of Proposer, contact the City for further direction.

SECTION 7. CONTRACT DOCUMENTS

A sample copy of the City's CONSULTANT CONTRACT is included with this RFQ as **Attachment 2**. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that RFQs are due. If approved, the City will then issue the changes to all prospective PROPOSERS prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, as stated in the enclosed sample copy of the City's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample CONSULTANT CONTRACT. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ.

The Consultant shall not be allowed to alter or negotiate contract language after the submittal of Consultant's SOQ. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the Consultant will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

Selected Consultant shall comply with Chapter 10.4 of the Local Assistance Procedures Manual regarding the A&E Oversight Program and Process Review.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 24 CFR Part 85.20 "Standards for Financial Management Systems" and which is in conformance with OMB Circular A-87, "Cost Principles for State and Local Governments."

SECTION 8. MISCELLANEOUS INFORMATION

- A. Issuance of this RFQ does not constitute a commitment by the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services.
- B. The City reserves the right to reject any or all proposals received in response to this RFQ, or to cancel this RFQ if it is in the best interest of the City to do so.
- C. The City will select only one Professional firm to carry out the work described in this RFQ.
- D. The firm submitting a proposal agrees that by submitting a proposal it authorizes the City to verify any or all information and/or references given in the proposal.
- E. The City reserves the right to approve all subcontractors proposed by the primary contractor.
- F. The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of McFarland.
- G. The City reserves the right, after contract award, to amend the resulting contract as needed throughout the term of the contract to best meet the needs of all parties.
- H. No appeals will be heard for late proposals.
- I. Proposers will be required to provide proof of professional liability insurance and an errors and omissions policy to meet City requirements.
- J. All information, materials, and documents discovered or developed/produced for this project by Proposer will become the property of the City.
- K. Proposer must be licensed to practice engineering in the State of California, and must not be listed on Federal debarment lists.
- L. Proposers will be responsible for adherence to the City's Economic Opportunities Plan and Davis Bacon Act wage rates if applicable.
- M. The City is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment or contracting. We do not discriminate on the basis of age, race, sex, color, religion, national origin, disability, veteran status, sexual orientation, gender identity, or any other status protected by state or local law. This policy applies to all employees and non-employees such as customers, clients, vendors, contractors, subcontractors and

consultants.

- N. Title VI of the Civil Rights Act of 1964 – disadvantage business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

SECTION 9. ATTACHMENTS TO THIS RFQ.

The following documents are attachments to this RFQ:

- Attachment 1: Exhibit 10-I – Notice to Proposers DBE Information
 Exhibit 10-O1 – Consultant Proposal DBE Commitment
 Exhibit 10-Q – Disclosure of Lobbying Activities
 Exhibit 15-H – Proposer/Contractor Good Faith Efforts
- Attachment 2: Sample Consultant Contract Agreement

Attachment 1

Exhibit 10-I – Notice to Proposers DBE Information

Exhibit 10-O1 – Consultant Proposal DBE Commitment

Exhibit 10-Q – Disclosure of Lobbying Activities

Exhibit 15-H – Proposer/Contractor Good Faith Efforts

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 20.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section 17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial ☐ b. material change
		For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
☐ Prime ☐ Subawardee Tier _____, if known		
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
	CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)	
\$_____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply):		
☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached:	Yes ☐	No ☐
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____		
Print Name: _____		
Title: _____		
Telephone No.: _____ Date: _____		

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

Attachment 2

Sample Consultant Contract Agreement

SAMPLE CONSULTANT CONTRACT AGREEMENT

(For Local Assistance Federal-Aid Projects)

ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

The CONSULTANT shall provide services to the City including, but not limited to; CEQA/NEPA coordination or compliance documentation, program/project management, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture, or architectural related services, construction management/engineering, as well as incidental services connected to and for the purpose of development and implementation of Federal-aid, and State funded projects. Successful firm will represent the City at all state, local or federal project audits.

The project will require coordination with Caltrans, FHWA, and/or other state, local and federal agencies. Project design shall meet all City Requirements and conform to the City and Caltrans standard specifications, current edition.

CITY will pay for direct project's construction phase advertisement costs.

B. Project Management

- a. The Public Works Director will serve as the contract manager and direct liaison between the Consultant and Caltrans District 6 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field

reviews, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and/or other agencies.

- b.* Due to the fact that many of the City's current and future projects are funded by Federal and State grants, the selected consulting firm must have excellent knowledge of the requirements of Caltrans' Local Assistance Procedures Manual requirements.
- c.* Preliminary Engineering Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Preliminary Engineering package using procedures outlined in the Caltrans Local Assistance Procedures Manual.
- d.* Prepare and submit progress invoices to Caltrans for reimbursement.

C. Environmental Compliance

- a.* Coordinate with Caltrans Dist. 6 and schedule a field review of the site, as needed.
- b.* Perform the site review, survey and study. Prepare and supply all reporting, presentations, documents, and mitigation requirements, etc. necessary to meet current NEPA environmental compliance requirements. Note: **Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision** (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference). City staff will prepare the CEQA document.
- c.* Coordinate with Caltrans Dist. 6 to determine if special studies will be required, i.e. cultural, archeological etc.
- d.* Prepare, submit, correct, edit and add information for the Exhibit 6-A Preliminary Environmental Study (PES) document and Area of Potential Effects (APE) map, as necessary. ***Contracting City is not obligated to proceed with final design for any alternative, all reasonable alternatives will be evaluated and given appropriate consideration, and the firm may not proceed with final design until the relevant CEQA/NEPA decision documents have been issued (e.g., CE, FONSI, or ROD).***

CI. Preliminary Engineering

- a.* Scope includes: Civil Engineering / Architectural / Field Survey / Soils & Materials Testing
- b.* Coordinate with City Manager, Public Works Director, City Project Coordinator and/or Street Supervisor for initial concept and direction.
- c.* Surveys and Mapping – review aerial photos, mapping and perform surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
- d.* Prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable.
- e.* Preliminary Engineering Studies – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
- f.* Develop concept and design drawings for submission to regulatory or funding bodies for approvals including, but not limited to: FHWA, and their corresponding California State agencies.
- g.* Submit preliminary design and preliminary construction cost estimate to the City for review and comment.
- h.* Prepare exhibits, renderings, drawings and prepare presentations to City Staff and/or City Council.
- i.* Utility Coordination – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, if any, including relocation of utility poles, as needed.

- j.** Provide geotechnical evaluations and recommendations services with field investigation borings, field samples, lab testing, as needed, for pavement design section, driveways, curb & gutter, cross gutters, footings, slabs, etc.
- k.** Provide civil engineering and/or architectural design for complete roadway geometric design, demolition, asphalt and base improvements, drainage, grading, curb, gutter, sidewalks, cross gutters, ADA access ramps, street signage, street striping/markings, electrical improvements, landscaping, irrigation, waste water, sewer improvements, water improvements, site improvements, structure/bridge design, building design, etc.
- l.** On behalf of the City, apply for and obtain all required approvals and permits from all governing public agencies for the construction of the project.
- m.** Coordination with Adjacent Properties – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
- n.** Assist City in applying for and obtaining utility services and/or relocation of existing utilities necessary for project(s) to be constructed and functional.
- o.** Prepare construction plans, specifications and bidding documents for construction. (utilizing the Caltrans Standards and AASHTO Geometric Design guidelines, current edition). The Construction Plans, Specifications, Special Provisions and Bid Documents shall be adequate for obtaining construction bids in accordance with all applicable regulations and requirements of the pertinent Local/Federal/State funding entities.
- p.** Prepare a final detailed Construction Cost Estimate for the project based on the final design report. The Preliminary Construction Cost Estimate shall be an itemized estimate, including all of the components necessary for the complete construction of the project.
- q.** The CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.
- r.** Provide an electronic copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format.
- s.** Construction Phase Authorization - Consultant shall prepare the Request for Authorization to Proceed with Construction package to advance project to construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.

E. Bid Process

- a.** Assist the City in all aspects of the bidding process with construction and engineering firms, including but not limited:
 - 1) Distribute plans and specifications to Contractors and Plan Rooms
 - 2) Keep Plan holders list
 - 3) Prepare addendums
 - 4) Perform design revisions, additions, answers to questions, RFI's, etc.
 - 5) Attend and conduct pre-bid and site walk meetings
 - 6) Review three lowest bids and their good faith DBE efforts
 - 7) Prepare bid summary
 - 8) Verify low bidder's qualifications
 - 9) Make recommendations for awarding the construction contract

F. Construction Engineering/Management/Inspection/ Soils and Materials Testing:

- a.** Provide Construction Engineering/Management and/or inspection services.
- b.** Review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed.
- c.** Coordinate with utility companies for connections, service, relocations, etc.
- d.** Perform construction staking as required.
- e.** Perform contract administration paperwork, including, but not limited to, review contractor's payment requests and make recommendation for payment, conflict resolution, check certified payroll, releases, bonds, final pay requests certificate of completion, etc.

- f.* Investigate proposed contract change orders and submit background information to the City for a decision, if justified, and prepare necessary drawings and documents for approval.
- g.* Perform inspection services, RE's daily reports, materials, subcontractors, equipment, manpower, weather, activities, etc.
- h.* Responsible for ensuring that all work is built to standards defined by the contract documents.
- i.* Perform materials and soils testing per City's Quality Assurance Program. Materials testing services includes:
 - Engage third-party testing and inspection firm.
 - Sampling and testing of soils, asphalt concrete, concrete, steel, and other construction materials.
 - Evaluation of results and furnishing of testing reports.
 - Additional testing as applicable to ensure project expectations are met. (i.e., quality assurance testing).
- j.* Prepare and maintain as-built drawings and construction documentation for review by any auditing City.
- k.* Prepare the final punch list and oversee punch list item resolution.
- l.* Project Close Out.
- m.* Represent the City at all local, state or federal project audits.

G. Right of Way

CONSULTANT shall prepare a right-of-way certification per Caltrans LAPM Exhibit 13-A or 13-B, as applicable. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.

H. Surveys

CONSULTANT shall review aerial photos, mapping and perform preliminary surveying necessary for preliminary engineering, design, cost estimates, and the level of environmental clearance.

CONSULTANT shall Perform construction surveys/staking as needed.

I. Subsurface Investigations

CONSULTANT has responsibility for making subsurface investigations. Soils testing and any other specialized services shall be performed by CONSULTANT and/or their Sub-Consultant.

J. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

K. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

L. Checking Shop Drawings

CONSULTANT shall review and approve contract's shop drawings, schedules, insurance, submittals and make recommendation for Notice to Proceed. Payment for checking shop drawings by CONSULTANT shall be included in the AGREEMENT fee.

M. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

N. Documentation and Schedules

The CONSULTANT shall document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

O. Deliverables and Number of Copies

As agreed upon by the City and consultant in a Task Order for each project.

As a MINIMUM the CONSULTANT shall provide an electronic copy of the final approved plans and specifications, and a hard copy of the final approved plans and specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. If requested, additional copies shall be provided at reproduction cost.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The LOCAL AGENCY anticipates to enter into up to ten (10) task order contracts for performance of the Scope of Services identified in **Article III of this AGREEMENT**. The total amount payable

by the LOCAL AGENCY for all Task Order Contracts must not exceed a cumulative maximum total value of **Nine Hundred Thousand Dollars (\$900,000) ("NTE Sum")**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders. Each time a Task Order is awarded under any of the Task Order Contracts, the LOCAL AGENCY may send written notification to CONSULTANT. The notice will identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. CONSULTANT acknowledges and agrees that LOCAL AGENCY will not pay any amount under this AGREEMENT that would exceed the NTE Sum, and CONSULTANT must not enter into a Task Order that exceeds the NTE Sum.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the

AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise

during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the

LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before

CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and

supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a

Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
 5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public

works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **20.00** %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and [Replacement](#) of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

[Termination of DBE Subconsultants](#)

[After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:](#)

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or

refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFES to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have

agreed to perform, and the following:

- Description of scope of work and cost proposal
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFES to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their

own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: No later than the 10th of the month following the month of any payment(s), the CONSULTANT must submit an invoice for payment along with Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment to the Caltrans Business Support Unit at Business.Support.Unit@dot.ca.gov. Provide a copy to the LOCAL AGENCY administering the contract.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance:

The City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, and General Liability Insurance; One Million Dollars (\$1,000,000) Automobile Liability Insurance, and Workers' Compensation Insurance.

- B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each

considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt

payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained

as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits

discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)
(Name of Signer)

(Signature)
(Name of Signer)

Date: _____

Date: _____

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample CONSULTANT CONTRACT. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFP.

By: Printed Name

Signature

CITY OF McFARLAND**SCHEDULE OF HOURLY BILLING RATES****Personnel****Rate**

Principal Engineer/Engineering Administrator	\$190.00 per hour
Senior Civil Engineer	\$165.00 per hour
Senior Project Manager	\$155.00 per hour
Assistant Project Manager	\$110.00 per hour
Senior CAD Designer	\$125.00 per hour
Administrative Assistant/Clerical	\$ 65.00 per hour
Senior Construction Manager	\$165.00 per hour

Field Work – Prevailing Wage Rates

Construction Inspector/ Resident Engineer	\$155.00 per hour
2-Person Survey Crew	\$300.00 per hour
1-Person Survey Crew	\$200.00 per hour

Miscellaneous

Mileage	\$ 0.65 per mile
Materials and Copies Required for the Execution of the Work	At Cost (No Mark-up)
Outside services	At Fee + 15%

NOTE: These fees subject to 50% surcharge for any work performed during overtime hours.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: CONSENT AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Adopt Resolution 2024-91 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE JOB DESCRIPTION OF THE ASSISTANT ENGINEER/PROJECT MANAGER POSITION

SUMMARY:

The purpose of this staff report is to seek approval for the proposed job description for the Assistant Engineer/Projects Manager position. This position will be a vital addition to our engineering team, responsible for performing a variety of technical and professional engineering tasks in support of the City's geographic Information System (GIS) and various public works programs.

FINANCIAL IMPACT:

The creation of the Assistant Engineer/Projects Manager position will have no financial impact on the City's budget. The City will incur costs related to employee benefits, which include health benefits, retirement contributions, and other fringe benefits. This position has already been approved and is incorporated into the 2024-2025 fiscal year budget, no additional funding is needed.

RECOMMENDATION:

It is recommended that the City council approve the job description for the Assistant Engineer/Projects Manager position as detailed above. This position is critical for enhancing our engineering capabilities, especially GIS and public works projects, and will support the city's infrastructure development and maintenance goals.

ATTACHMENTS:

1. Assistant Engineer-Project Manager



City of McFarland Assistant Engineer/Projects Manager (Exempt)

Salary Range:

\$39.06 to \$50.00 (Hourly)

\$3,124.85 to \$4,000.04 (Bi-weekly)

\$81,246.16 to \$104,000.97 Annual Salary

POSITION SUMMARY:

Performs a variety of technical and professional field and office engineering work related to subdivisions, public works and programs. Performs technical work in support of the City's Geographic Information System (GIS) administration, including meeting with department personnel to discuss GIS product requests, such as maps and reports, analyzing requests, generating requested products, and maintaining data and GIS databases; and performs related work as required. This is the entry level class in the professional engineering series. Positions in this class typically have limited directly related work experience. The Assistant Engineer class is distinguished from the Associate Civil Engineer level by the performance of less than the full range of duties assigned to the Associate Civil Engineer level. Incumbents work under general supervision while learning job tasks, progressing to direction as procedures and processes of assigned area of responsibility are learned. This position is responsible for technical GIS work which includes geospatial analysis, data management, and cartography. As experience is gained assignments may become more varied and completed with greater independence. The position requires knowledge and experience using industry related GIS software and data analysis tools. The work requires the frequent use of tact and judgment, knowledge of City-wide operations, and the ability to conduct independent projects.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from an assigned supervisor or manager.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

Duties may include, but are not limited to the following:

- Performs subprofessional and professional engineering work by participating in the implementation of the City's Capital Improvement Program (CIP); traffic and transportation engineering programs; supervise and participate in the development and revision of plans and specifications for the development of various projects including: roadway design, site development, land development, traffic signals, neighborhood traffic calming, and pedestrian and bicycle facilities; construction projects related to water utility, street, storm drain and sanitary

sewer pump stations, street lighting, traffic signal, buildings, and related public works and City building projects; work with consultant engineers, and other agency representatives on private and public projects; research project design requirements, building codes, publications and industry information.

- Performs complex calculations and prepares estimates of material costs and time considerations; assists in the solution of difficult problems; investigates field problems affecting property owners, contractors, and maintenance operations; prepares estimates and feasibility reports for new or modified services and structures.
- Participates in the plan check, review, and processing of plans for private developments affecting streets, sewers, drains and related public works facilities and ensure that they meet all City imposed requirements; checks building plans for compliance with City building codes and ordinances.
- Serves as staff to a variety of City commissions, boards, and committees on public works, utility matters, or building code appeals issues; and coordinates planning, design, and construction activities with other City departments, divisions, and sections, and with outside agencies.
- Maintains inventory and prioritizes maintenance needs for roadways and sidewalks.
- Responds to public inquiries and complaints and answers complex technical questions related to City projects and functions by researching, interpreting and explaining policies and regulations.
- Maintains internal and external customer relations by using tact and diplomacy in all interactions with customers; establishes and maintains positive and effective working relationships with co-workers and those contacted in the course of the work; coordinates with departments and outside agencies; and acts as liaison to departments.
- Maintains attention to detail by prioritizing work and coordinating several activities simultaneously despite interruptions.
- Maintains integrity of work by taking responsibility and accountability for completion of work and customer interactions and maintains punctuality and attendance at work.
- Develops and maintains a variety of maps from a variety of sources; explains technical information to non-technical end users, including assisting them in accessing and interpreting GIS information; trains end users on the use and functionality of the GIS system.
- Creates, maintains, and modifies a variety of maps and tabular data from a variety of sources; compiles and enters data into GIS databases, including scanning, data conversion, and digitizing maps.
- Performs City research activities to identify, acquire, and integrate data from other agencies and organizations into the City's data library; maintains and updates the City's information catalogue.
- Represents the City in inter-agency coordination activities related to GIS.
- Exports data and maps to vendors and consultants as needed.
- Prepares a variety of written correspondence, reports, procedures, and other materials.
- Collects infrastructure data using Global Positioning System (GPS) equipment and software; imports GPS data into existing GIS database.
- Other Job Duties as Assigned.

MINIMUM QUALIFICATIONS:

- Knowledge of applicable ordinances and codes pertaining to records management, to conduct of municipal elections, appeals to the City Council and the Brown Act; standard office administrative and secretarial practices and procedures; administrative principles and methods including goal setting budgeting, staffing, and work standards development; basic organization and function of public agencies, including the role of an elected Mayor and City Council and appointed boards and commission; basic supervisory principles and practices.
- Skill in analyzing, interpreting and applying complex administrative procedures and regulations; developing and implementing goals, objectives, policies, procedures, work standards and internal

controls; analyzing complex technical problems, evaluating alternatives and adopting effective courses of action; preparing clear, concise and complete documentation, Council meeting minutes, and other reports and correspondence; exercising sound, independent judgment within general policy guidelines; typing, word processing and shorthand or speed writing sufficient to perform the duties of the class; establishing and maintaining effective working relationships with City departments, City Council, other public private entities and citizen groups and the public.

- Proficient in Microsoft Office Suite.
- And other duties as assigned.

EMPLOYMENT STANDARDS

Any combination of education and experience will provide the ability to perform the work and provide the performance results as stated above. A typical way of gaining the education and experience for the position would be:

EXPERIENCE:

One year of technical engineering experience.

TRAINING:

Equivalent to the completion of a Bachelor's Degree from an accredited college or university with coursework in civil engineering or a related field.

LICENSE AND CERTIFICATE:

Possession of a valid Engineer-In-Training Certificate with the State of California.

May be required to complete National Incident Management System (NIMS) Training.

Candidate must pass POST level background investigation for clearance to work on Police Department Systems.

Possession of, or ability to obtain, a valid California Class C driver's license with a satisfactory driving record as determined by the City.

PHYSICAL REQUIREMENTS- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job in compliance with Americans with Disabilities Act (ADA) requirements. On a case-by-case basis, reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Requires the maintenance of physical conditioning necessary to operate motorized equipment and vehicles; Ability to work in a standard office environment, sit, stand, walk, kneel, crouch, squat, stoop, reach, crawl, twist, climb and moderately lift 25-49 pounds; manual and physical dexterity to operate phone, computer keyboard, and office equipment

COMPENSATION AND BENEFITS:

The City of McFarland offers an excellent benefit package including:

- Comprehensive City paid medical, dental, and vision benefits for the employee and Dependents
- Life insurance equal to 1-year base salary with a minimum of \$50,000

- Retirement: Deferred Compensation 401(k) -
The City of McFarland contributes an additional 10% of an employee's pay each pay period into a 401K plan, at no cost to the employee. The city is not a PERS (Public Employees Retirement System) Agency
- Supplemental life insurance (Optional)
- Deferred Compensation 457 Plan (Optional)
- Section 125 plan participation
- 12 days' vacation and 12 days sick pay accrued annually
- 12 Days Holiday Pay
- 9/80 Work Schedule- every other Friday off

APPLICATION: To apply, please complete and application online at www.mcfarlandcity.org. **Resumes will not be accepted in lieu of a City employment application.**

EQUAL OPPORTUNITY EMPLOYER: The City of McFarland is an Equal Opportunity Employer in accordance with the Americans with Disabilities Act of 1990 (ADA), requests for special accommodations during any stage of the examination process should be made in advance to the Human Resources Department.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: CONSENT AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Serrena McCuan, Human Resources Director

SUBJECT: Adopt Resolution 2024-92 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J. WEBB CONSULTING FOR SUPERVISORY TRAINING SESSIONS

SUMMARY:

The City of McFarland recognizes the importance of continuous professional development for its management staff. In line with this commitment, we have identified the need for comprehensive supervisory training to enhance the skills and capabilities of our supervisors. J. Webb Consulting, led by Dr. Juanita Webb, is a reputable human resource consulting organization with extensive experience in providing training and development services. The proposed training sessions are tailored to meet the specific needs of our supervisors, ensuring they are equipped with the necessary skills to effectively manage their teams.

Investing in professional development of our supervisors is crucial for maintaining a high standard of leadership within the City of McFarland. The proposed training by J. Webb Consulting will provide our supervisors with essential skills and knowledge, contributing to improved team management and overall organizational effectiveness.

Approval of this agreement will enable the City of McFarland to proceed with the necessary training for our management staff. It is recommended that the City Council approve the Training Proposal Agreement with J. Webb Consulting as outlined.

FINANCIAL IMPACT:

The total cost for the 8-hour training session is \$3,575.00, a deposit of \$1,750.00 is required upon signing the agreement. This fee includes the trainer-provided handouts/materials, as well as travel and mileage expenses. No budget adjustment is necessary at this time as each department participating will utilize budgeted funds in their respective training budgets.

RECOMMENDATION:

Staff recommend that the City Council approve the Training Proposal Agreement with J. Webb Consulting to provide customized supervisory training for the City of McFarland management staff.

ATTACHMENTS:

1. McF - Training Proposal 06-2024 with attachments



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Call or Text:
(661) 747-4386

Email:

DrJ@JWCempowers.com

www.JWCempowers.com



Dr. Juanita Webb

SPHRca, PI, SHRM-SCP

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Dr. Juanita Webb is a Senior Professional in Human Resources, with corresponding California certification (SPHRca; SHRM-SCP), and a California licensed Private Investigator/Qualified Manager (PI#25792), providing clients with executive coaching and conflict resolution services, harassment, discrimination and retaliation investigation expertise, classification reviews, general human resource audits and consultations, compensation and employee opinion surveys, recruitment services and a wide variety of training services. Dr. Webb also brings a depth of managerial experience and expertise to clients, as well as drug and alcohol testing policy expertise.

Dr. Webb is also a member of the national and local chapters of the Society for Human Resources Management (SHRM), a member of the Association of Workplace Investigators (AWI) and has served in numerous local Board of Directors and advisory positions, as well as having served as Chairman of the Labor and Employment Law Committee of the Greater Bakersfield Chamber of Commerce, President for Site Council at Liberty High School and was an Adjunct Professor at Fresno Pacific University in the Business Department.

Professional Expertise/Services

As an independent HR Consultant since 2004, Dr. Webb has been involved in management and the human resources field in a variety of positions and business structures (for profit, non-profit, public and private employers), and has also served as Interim HR Director, Business and Administrative Director, Training Manager and Assistant Personnel Manager.

Recent Assignments

- J. Webb Consulting – providing executive coaching, Human Resources consulting, training, and general business expertise to businesses and individual executives
- ZEE Consulting & Associates – providing drug and alcohol testing policy development and implementation services to clients
- Director, Business and Administrative Services
- Business/Campaign Manager

Education and Professional Affiliations

- Doctorate in Theology; Summit Bible College
- Master of Arts, Counseling; Talbot Theological Seminary/Summit Bible College
- B.S. Business Administration; Biola University
- Member National SHRM and Kern County SHRM Chapter
- Certified HRCI Senior Professional in Human Resources, with corresponding California Certification
- Certified SHRM Senior Certified Professional
- Licensed Private Investigator/Qualified Manager; State of California, PI License #25792
- Licensed Private Pilot - single-engine, land aircraft; Federal Aviation Administration
- Kern County CCW Permit Holder

Contact Information

J. Webb Consulting

Tel: 661-747-4386 • Fax: 661-588-3609 • Email: DrJuanitaWebb@jwcempowers.com • Website: www.JWCempowers.com



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- Solid Foundation for Supervisors
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TRAINING SESSION AGREEMENT

1. **Parties:** This Agreement is between the **City of McFarland** (hereafter referred to as “Client”), ATTN: Ms. Serrena McCuan, HR Director, whose principal place of business is 401 W. Kern Avenue, McFarland, CA 93250 and **J. Webb Consulting (Dr. Juanita Webb, SPHRca, PI – CA License #25792, SHRM-SCP), dba I~N~C, Inc.** (hereafter referred to as “Independent Contractor” or “Contractor”), whose principal place of business is 11511 Finsbury Court, Bakersfield, California 93312. This agreement is effective as of the date training services are first rendered to the Client, regardless of the date signed below.
2. **Scope, duration, and location of training to be performed:** Client retains Contractor and Contractor agrees to provide Client with educational and training services regarding a custom session of ***Solid Foundation for Supervisors***. The eight-hours of training (two, 4-hour sessions) will include topics of: a review of task and roles as a supervisor, giving and receiving feedback, setting standards and expectations, then diagnosing and documenting employee performance and behavior, how to effectively direct and delegate, dealing with workplace friendships and/or negativity, and an overview of dealing with and managing diverse generations in the workplace. It is the understanding of J. Webb Consulting:
 - a. There are to be two, four-hour sessions for up to eight total participants of the City of McFarland management staff on two different dates (dates/times to be mutually determined), and
 - b. That the City of McFarland will be responsible for obtaining and providing a workable location, easily accessible for all participants. All costs of the facility and refreshments will be the responsibility of the Client.

Contractor shall provide two, four-hour sessions (total 8 hours) of a customized version of ***Solid Foundation for Supervisors*** to Client as noted below:

For each session:

- a. Customized version of ***Solid Foundation for Supervisors*** with applicable materials.
- c. **Location:** To be held at the Client’s location in McFarland or Client will obtain and be financially responsible for a facility to be used.
- d. **Client responsibilities:**
 - i. To obtain and be responsible for providing a physical location for the training sessions. All facility cost is to be assumed by Client.
 - ii. Provide a workable location (i.e., limited noise and distraction for participants; comfortable temperature) with access to electrical power, with screen or blank wall for projection of power point presentation (or HDMI accessible television screen sufficiently sized for all participants to view), and chairs/tables for all participants.
 - iii. Provide a separate table for use by trainer for projection and training equipment.
 - iv. Track participant attendance by providing a sign-in sheet for each session and shall provide copy of each completed sign-in sheet to Trainer.
 - v. Provide and assume any participant costs for travel, food or refreshments throughout the training, as determined appropriate by the Client.

It is understood and Client agrees that J. Webb Consulting retains ownership of the intellectual property rights to the materials provided throughout this training. Client is allowed access to such materials through a limited end-user license and are only available for use by Client. All materials authored and provided by J. Webb

Consulting are considered copyrighted and intended solely for the internal use of Client. Any use or dissemination of such materials outside the stated purpose of this project without the prior written consent of J. Webb Consulting will violate the terms of this agreement and applicable copyright laws.

3. **Client Investment:** Client agrees to pay Contractor a fixed price for the 8-hours of training in the amount of \$3,575.00. The fee specified for this training course includes the trainer-provided handouts/materials for each participant, as well as trainer travel and mileage costs. Any participants in excess of 8 employees in the training sessions will be billable to the Client following the training class, at a per person rate of \$350.00, unless agreed in advance to include additional participants in the training.

A deposit of \$1,750.00 will be due and payable to the Contractor at the time Client and Contractor enter into this Agreement. Training dates are still to be determined and agreed upon between Client and Contractor. Should the training services stated above be cancelled by Client, a pro-rated portion of the deposit will be refunded, based on the amount of work performed by J. Webb Consulting to prepare or print materials, etc., up to the date of cancellation. If the class is cancelled or services not performed by J. Webb Consulting, a full refund of the deposit will be due to Client. Payment by Client of the balance of the agreed upon fee and any additional participants, and reimbursement for authorized expenditures must be made within 10 days of presentation of an itemized invoice including receipts or other evidence of any approved expenditures. Contractor's business, travel, and related expenses, if any, will originate from Contractor's address stated above.

Any additional billing to client will include:

- A minimum billing time of ten (10) minutes (.17 hour) for all services.
- An hourly consulting rate of \$205.00 per hour for all professional HR-related services.
- Lodging and meals (for travel requiring overnight stay) will be based on actual cost or the current GSA (General Services Administration) standard per diem rate for the work location, whichever is greater.
- Photocopies for client requested materials provided outside of the Agreement:
 - Black and white copies - \$ 0.10 per page; \$0.15 per double-sided page;
 - Color copies - \$0.50 per page; \$0.90 per double-sided page.
- Any additional costs (not listed above) will be billed based upon actual cost.
- Any invoices submitted to Client are due and payable upon presentation. All invoices remaining open and unpaid following 30 days from date of invoice shall be subject to late fees in the amount of 1.0% per month (12% per annum). Should collection action be necessary to obtain payment on any amounts due and payable to the Contractor, Client will be responsible for any time and/or costs associated with such collection of fees, including legal fees and expenses. In the event of death of Independent Contractor, any monies then due to Independent Contractor under this agreement as of the date of death, will be paid to Independent Contractor's estate.

No aspect of this Agreement shall preclude payment for other services or under any other agreements between the parties or payment arrangements agreed upon by Client and Independent Contractor, such as varying rates, profit sharing/equity, flat fee assignments, etc.

3. **Business Expenses:** Contractor will be responsible for all expenses in performing the work specified in this Agreement including, but not limited to, overhead, license fees, memberships and dues, insurance premiums, and any salary or other compensation paid to Contractor's employees or contract workers. Any and all business expenses incurred by Contractor which are to be reimbursed by the Client will require prior Client approval. Approval will be obtained by Contractor before the expenditure occurs. Client retains sole right to authorize expenditures for which reimbursement is requested. Requests for reimbursement must be accompanied by proof of expense (i.e., receipt or copy thereof, proof of purchase, etc.).

DrJ@JWCempowers.com



661.747-4386 Cell



661.588-3609 Fax



Client Initials _____



4. **Termination:** This Agreement may be terminated at any time, by giving 30 days' written notice to the other party. Termination rights shall be without prejudice to any other remedy entitled to at law or equity. In the event of termination of services, Contractor shall be compensated for all materials provided and services performed through the termination date, together with reimbursable expenses then due.
5. **No partnership or agency:** This Agreement does not create a partnership or agency relationship between Client and Contractor. Contractor does not have authority to enter into contracts on behalf of Client without separate written approval from Client.
6. **Dispute Resolution** – All disputes arising out of this agreement shall be submitted to mediation. The parties shall work jointly in selecting a mediator. If mediation is not successful in resolving all disputes arising out of this agreement, or if the parties cannot successfully agree upon a mediator, those unresolved disputes shall be submitted to final and binding arbitration. The arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") and governed by the Employment Arbitration Rules promulgated by JAMS and in effect as of the date arbitration is commenced ("Arbitration Rules").
7. **Applicable Law** – California law shall apply to this Agreement and shall control the interpretation of all of its terms. Further, the language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the Parties. Any action on this Agreement shall be commenced in Kern County, California.

Note: The terms quoted in this agreement will expire 90 days from the date signed below if Agreement is not accepted by that time.

By signing below, Contractor and Client acknowledge and accept the terms set out in this Agreement, as of the date noted below.

Independent Contractor: Dr. Juanita Webb June 22, 2024
Dr. Juanita Webb, SPHRca, PI, SHRM-SCP Date

Client: City of McFarland

by: Printed Name: _____

Signature _____

Date: _____

DrJ@JWCempowers.com



661.747-4386 Cell



661.588-3609 Fax



Client Initials _____





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 13.
Section: PUBLIC HEARINGS
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Second reading, by title only, and adopt Ordinance 10-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADDING CHAPTER 20, "UNAUTHORIZED ENCAMPMENTS AND PROHIBITED ACTIVITIES ON PUBLIC PROPERTY" TO TITLE 9 OF THE MCFARLAND MUNICIPAL CODE

SUMMARY:

The goal of this ordinance is to provide policy and enforcement of camping and other specified activities, in public parks, recreational facilities and public spaces. The ordinance also attempts to improve compliance with federal case law regarding the enforcement of restrictions against camping and sleeping in public parks, and other activities such as alcohol consumption and fires in public parks and recreational facilities.

The City of McFarland seeks to be a community which protects the intended uses of its public parks and recreational facilities, as well as the public's health and safety, while respecting the constitutional rights of those experiencing homelessness.

Ordinance Summary

ENCAMPMENTS PROHIBITED: In compliance with federal law, the ordinance prohibits encampments regardless of the availability of shelter beds if the encampments pose a significant threat to the public safety, or are within two blocks of a school or senior center, or is within any waterway or open space.

SPECIFIC ENCAMPMENT ABATEMENT PROCEDURES: Section 9.49.040 provides the City with the ability to provide 24 hour notice– or 3 hour notice in extreme cases– of encampment abatements as well as procedures for giving notice of any resulting impounded property.

USE OF PARK/RECREATIONAL FACILITY WATER: Section 9.49.060 prohibits the use of park waters, including ponds, pools, fountains, drinking fountains, sinks or hydrants to bathe or for cosmetic purposes. This prohibition also forbids polluting these waters by depositing trash or foreign objects into them.

TAMPERING WITH VALVES AND UTILITIES PROHIBITED: Section 9.49.060 prohibits the opening and closing of valves and switches pertaining to water, electric or any other utility in any park or recreational facility.

MISTREATMENT OF ANIMALS IN PARKS PROHIBITED: Section 9.49.060 generally prohibits the taking, killing, wounding, or disturbing or any bird or animal in city parks, recreational facilities or designated public property.

PARKING ADJACENT TO PARKS PROHIBITED: Provides that no person shall, between the hour of ten-thirty p.m. of any day and the hour of six a.m. of the following day, stop, park or leave standing any motor vehicle or other vehicle on that portion of any streets adjoining a park.

IMPOUNDMENT PROCEDURES FOR PROPERTY STORED IN PARKS: The City shall continue to provide notice and opportunities for any cited individuals to reclaim or remove any personal property before it is impounded.

FINANCIAL IMPACT:

Any costs resulting from increased enforcement but mitigated by reduced future enforcement costs.

RECOMMENDATION:

City Council adopt Ordinance No. 2024-10 for the City of McFarland.

ATTACHMENTS:

None

ORDINANCE NO. 10-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND ADDING CHAPTER 20, “UNAUTHORIZED ENCAMPMENTS AND PROHIBITED ACTIVITIES ON PUBLIC PROPERTY” TO TITLE 9 OF THE MCFARLAND MUNICIPAL CODE

Section 1. Recitals

WHEREAS, the City administers the McFarland Municipal Code (“MFMC”), including Title 9 of the MFMC, “Public Peace, Morals and Welfare”, which regulates a wide range of activities meant to ensure public order and safety, and

WHEREAS, Chapter 12.16 of the MFMC regulates some activities in public parks but lacks clear rules pertaining to unsafe and unauthorized encampments and other prohibited activities at public parks, recreational facilities and public property, and

WHEREAS, Article XI, § 7 of the California Constitution empowers cities with regulatory authority to protect the public health, safety and welfare and the City of McFarland is currently experiencing an increase of encampments in public parks which is negatively impacting the overall welfare of the community, and

WHEREAS, Unscheduled encampments are not consistent with the intended use of the public parks and public property and are almost always associated with a host of major health and safety impacts, including: open and obvious drug use and related crimes, serious fire safety concerns, major impacts related to human and animal waste and accumulation of trash, vandalism, and related nuisance conditions impairing the enjoyment of city parks recreational facilities and public property by city residents, and

WHEREAS, The above negative impacts are borne by the City of McFarland and other agencies in the form of financial costs expended on legal enforcement and abatement and these resources being unavailable for other urgent purposes and needs of the City of McFarland, and

WHEREAS, Longer-term encampments have the effect of essentially privatizing property that is intended for public use, as the greater community is no longer able to use public spaces that are used for round-the-clock encampments, and

WHEREAS, Unlike some larger cities within the state, the City of McFarland generally does not receive significant funding from the state or federal government to provide housing, health, or other services to persons lacking shelter and the City must appropriately consider competing interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with limited resources, and

WHEREAS, It is the purpose and intent of the City Council to provide standards for the use of public parks and recreation facilities which are intended to be as compatible as possible with the protection and preservation of health, safety, and welfare of the inhabitants of the City of McFarland, and

WHEREAS, The City Council calls on the County, the State, and the Federal Government to expand shelter-capacity and very low-income long-term housing options regionally, statewide, and nationally,

and also to provide street outreach, case management, diversion, housing problem-solving, mental health support, and drug rehabilitation services to adequately address and solve homelessness.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 9.20 is hereby added to the McFarland Municipal Code to read as follows:

Chapter 9.20

UNAUTHORIZED ENCAMPMENTS AND PROHIBITED ACTIVITIES ON PUBLIC PROPERTY

9.20.010 Intent and Application.

A. The purpose and intent of this ordinance is to maximize the community enjoyment of park, recreation facilities and public property and to prohibit activities and nuisances which interfere with this objective to the detriment of the public health, welfare and safety. No provision or section of this Chapter 20 of Title 9 of the McFarland Municipal Code is intended to supersede or be in conflict with any other provision of the McFarland Municipal Code or state or federal law. In the event of an apparent conflict, the City Manager or his or her designee shall reasonably interpret the law and enforce it accordingly.

B. This ordinance shall apply to conduct in public parks, public recreation facilities and the designated public property specified in Section 9.20.030(E) and be enforceable notwithstanding any valid exceptions as stated in the McFarland Municipal Code or any other applicable law.

9.20.020 Definitions.

For the purpose of this ordinance, the following definitions shall apply:

A. "ABANDONED PERSONAL PROPERTY" means personal property, to which the owner surrenders, relinquishes or disclaims all right, title, claim and possession, with intention of not reclaiming it or resuming its ownership, possession or enjoyment. Indicia of abandoned personal property shall include, but not be limited to, the act of leaving the personal property in a public park/recreation area so that it may be appropriated by the next comer.

B. "ALCOHOLIC BEVERAGES" as used herein means and includes alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

C. "AVAILABLE SHELTER" means a public or private shelter or similar accommodation, with an available overnight space, open to an individual or family unit experiencing homelessness, at no charge. A shelter shall not be considered available when the individual cannot occupy said space due to overcapacity, exhaustion of stay limitations, disability or physical handicap or when religious observance is required as a condition of gaining shelter. If the individual refuses available shelter or otherwise cannot utilize the available shelter space due to voluntary actions including, but not limited to, intoxication, drug use, unruly behavior, or violation of shelter rules, the overnight shelter space shall be considered available.

D. "CAMP," "CAMPING" or "CAMPING FACILITIES" means placing, setting up or utilizing camping equipment such as tents, tarpaulins, temporary shelters whether commercially produced or improvised from random materials, cooking facilities, hammocks, ground cover, bedding, sleeping bags or other equipment of a similar nature used for living accommodation or lodging purposes in the outdoors. Camping does not include use of umbrellas or sun shades during the time the park is open to the public or the use of temporary structures pursuant to a permit issued pursuant to this chapter. An activity shall constitute camping when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging. "Camping" shall not include merely sitting, lying or sleeping outside in a public park/recreation area or the use of a blanket, towel or mat in a public park/recreation area during the time the park is open to the public.

E. "CAMP EQUIPMENT" or "CAMP PARAPHERNALIA" means tents, tarpaulins, lean-tos, huts, cardboard boxes, or similar make-shift temporary shelters constructed from random materials, as well as cooking facilities, hammocks, ground cover, bedding, sleeping bags, or other similar equipment used for living in the outdoors.

F. "CITY ENFORCEMENT OFFICIAL" means the City employee(s) or officer(s) authorized or designated by the City Manager to carry-out the provisions of this Chapter 9.20.

G. "PARK and RECREATION FACILITIES" and "PUBLIC PARK/RECREATION AREAS" means all parks and their associated open spaces, pedestrian and biking trails, park amenities, buildings and recreation centers used by the public within the boundaries of the city limits of the city.

H. "PERSONAL PROPERTY" means tangible personal belongings or possessions, which shall include any movable or tangible thing that is subject to ownership; property or chattels that can be seen, weighed, measured, felt, or touched, including, but not limited to, furniture, appliances, camping facilities, camping paraphernalia, money, and/or books.

I. "TENT" means shelter or structure that is not entirely open on all sides.

9.20.030 Camping In Parks, Recreation Facilities and Designated Public Property Prohibited.

A. It is unlawful and a public nuisance for any person to establish, maintain, or operate a camp or occupy camp facilities, and to utilize camping equipment or camping paraphernalia while camping or occupying camping facilities, in any city park and/or city recreational facility. "Establish" means setting up or moving camping equipment or camp paraphernalia in park and recreation facilities to camp or operate camp facilities. "Maintain" means keeping or permitting camping equipment or camping paraphernalia to remain in a park or recreation facility in order to camp or operate camping facilities. "Operate" means participating or assisting in establishing or maintaining a camp or camping facilities.

B. An individual or family unit experiencing homelessness may not be cited for violation of Subsection A. between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 9.20.020.

C. Notwithstanding the exemption provided for in Subsection B., camping facilities, camping equipment, and camping paraphernalia may not be affixed or attached to, or constructed upon or with, or

otherwise located within ten (10) feet from, any park amenities.

D. Camping may be permitted in park and recreation facilities in conjunction with any city sponsored and approved event.

E. Camping or maintaining an encampment as well as sitting, sleeping or lying down at any time regardless of the availability of shelter beds is prohibited if the camping activity, encampment, individual/s or family:

1. Poses a substantial danger to any person, an immediate threat or unreasonable risk of harm to the public health or safety, or disrupts vital government services;
2. Is located in or upon any public property, including in any street, sidewalk, unless specifically authorized by the City Manager;
3. Is located within 1000 feet of an elementary, middle or high school that offers instruction on those courses of study required by the California Education Code or that is maintained pursuant to standards set by the State Board of Education provided that signs are posted prohibiting camping that are clearly visible to pedestrians;
4. Is located within 1000 feet of a senior center or skilled nursing facility provided that signs are posted prohibiting camping that are clearly visible to pedestrians;
5. Is located in open space, a waterway or the banks of a waterway; or
6. Is located within a transit hub or bus stop provided that signs are posted prohibiting camping that are clearly visible to pedestrians.

9.20.040 Encampment Abatement Procedures.

A. Abatement by the City Enforcement Official of any camping activities or encampments shall comply with all applicable Due Process laws afforded to the individuals in violation of this Chapter 9.20, including adequate notice relating to any deprivation of personal property and the opportunity to be heard. However, these encampment abatement procedures shall not be enforced in city parks and recreational facilities if no shelter is practically available between the hours of 10:00PM and 6:00AM to the person in violation of the McFarland Municipal Code.

B. Apart from the City of McFarland's weekly cleanup of parks and recreational facilities, the City Enforcement Official may abate unauthorized encampments or camping in city parks, recreational facilities, or the public property designated in Section 9.20.030(E) upon a written Notice of Clean-Up being posted on each tent or structure and in any other distinct areas of the encampment. The Notice shall provide the date and time of clean-up and give a minimum of twenty-four (24) hours for persons to remove their personal property. If abatement is delayed or rescheduled, the City Enforcement Official may conduct abatement within forty-eight (48) hours of the posted Notice of Clean-Up without reposting a new Notice of Clean-Up. If abatement is delayed longer, the City Enforcement Official shall repost a Notice of Clean-Up with a new date.

C. The City Enforcement Official shall make reasonable efforts to document the encampment abatement process as follows:

1. Through photograph or video recording the cleanup site before any abatement begins;
2. Open backpacks, purses, suitcases, and other small storage containers to determine whether they contain items eligible for storage;

3. Set out items contained in bags or suitcases and photograph the items;
4. Photograph or video record all items to be stored;
5. Photograph or video record the cleanup process; and
6. Photograph or video record the site after abatement has concluded.

D. Unclaimed items found in abatement shall be eligible for storage if:

1. Circumstances indicate that the item belongs to a person;
2. The item has apparent utility in its current condition and circumstances; and
3. The item can be safely retrieved from the site. Examples of items potentially eligible for storage include identification and associated paperwork, medication stored in medication bottles with identifying information and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility or value.

E. An eligible item found during an abatement shall be put into storage, unless it meets one the following disqualifying conditions:

1. Hazardous, including items contaminated with human waste, animal waste, bugs, vermin, explosives, weapons, liquids, drug paraphernalia, or mold;
2. Likely to become hazardous in storage, including perishables, wet materials that might become moldy, and items covered in mud;
3. Practically un-storable, due to large size, weight, or other similar characteristic; or
4. Is contraband or stolen.

F. After abatement has concluded and when eligible items are collected and will be placed in storage, the City Enforcement Official shall post notices at the location of the abatement that includes information how a person can claim stored items. A person may retrieve stored items based on a description with sufficient specificity to demonstrate ownership. A person may retrieve stored items without inquiry into the person's criminal background or outstanding warrants.

G. Expedited Abatement:

1. In an expedited abatement, the City Enforcement Official shall follow the same abatement and storage procedures in section this Section 9.20.040, but shall post a Notice of Clean-Up giving a minimum of three (3) hours for all persons to remove their personal property.
2. The City Enforcement Official shall only expedite the removal of an encampment under this subsection if:
 - a. The City receives direction from County of Kern or other governmental OR judicial authority that abatement of the encampment is necessary to preserve public health or safety, including to address known or suspected outbreaks of diseases; or
 - b. The City Enforcement Official observes or reasonably suspects the encampment creates a condition that presents a significant risk of property damage, bodily injury or death.

9.20.050 Storage Of Personal Property in Parks, Recreational Facilities and Designated Public Property Prohibited.

A. It shall be unlawful and a public nuisance for any person to store personal property in any public park, recreational facility, and/or designated public property except as otherwise approved in writing by the City Manager or designee or by resolution of the City Council. Personal property stored in violation

of this section shall be impounded pursuant to this Chapter 9.20 of the McFarland Municipal Code. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 9.20.020.

B. Enforcement Officials shall make a reasonable effort to ascertain whether the unattended personal property or possessions have been abandoned and, if so, to thereafter cause their removal. Enforcement Officials shall also take all reasonable actions to preserve and not discard any life necessities, such as medications and/or identification documents and associated paperwork, medication stored in medication and items that reasonably appear to have sentimental value in their current condition. An item need not be in a new or perfect condition to have apparent utility or value.

Unattended personal property or possessions that are soiled, unsanitary, verminous, perishable or a safety hazard may be summarily abated and destroyed. The City shall store for 90 days personal property that is sanitary and saleable or useable or otherwise reasonably appears to be of value. If the property is not claimed by the owner in 90 days it will be disposed of. Notice of the above shall be posted at city parks, recreational facilities and may be posted at designated public property subject to this MFMC 9.20 or any other applicable law.

C. The Chief of Police or the City Manager, or their designees, are authorized to impound personal property pursuant to the provisions this section, and shall make provisions for the receipt, documentation and safekeeping of personal property coming into his or her possession pursuant to this section. The Chief of Police or the City Manager, or their designees, shall notify the owner of the personal property if his or her identity is reasonably ascertainable, or, if the identity of the owner is not reasonably ascertainable, cause a notice to be left in a prominent place on or near the location of the personal property for any personal property impounded pursuant to this section, advising that the city is in possession of the personal property and the location where it may be claimed.

D. Notice prior to impoundment.

The following types of notice may be given by the City of McFarland:

1. Stored personal property may be impounded without notice if there is a reasonable belief that it is abandoned, presents an immediate threat to public health or safety, is evidence of a crime, is evidence in a criminal investigation, or is contraband.
 2. City parks, recreational facilities and designated public property shall provide permanent posted notice stating that the City conducts weekly cleanups of unattended personal property and that any personal property unlawfully stored in those areas will be impounded or discarded. Signs and amount of notice will comply with applicable state and federal law.
 3. If neither subsections (1) nor subsection (2) applies, personal property unlawfully stored in public parks/recreation areas shall be impounded only after a clearly understandable notice is provided to the owner of the personal property or left at or near the location of the personal property advising that the personal property will be impounded if it is not removed. This notice will specify a date and time when the personal property will be impounded if it is not removed. The notice shall also state the legal authority for the impoundment of the property and the specific location of where the impoundment will occur and how the property may be reclaimed.
- E. If, after any notice required by Subsection D. is given, personal property remains unlawfully stored in a public park/recreation area, that personal property may be impounded. The City Enforcement Official impounding the personal property shall leave a notice in a conspicuous place at or near where

the personal property was located prior to being impounded, advising where the personal property is being kept and when and where it may be claimed by its owner.

F. Personal property coming into possession of the city pursuant to this section shall be deposited in a safe place for a period of at least ninety (90) days. If the personal property consists of money, it shall be deposited with the City Manager or his or her designee for a period of not less than ninety (90) days, unless sooner claimed by its owner. In the event the personal property or money is not claimed within ninety (90) days, it shall be deemed to be abandoned personal property, subject to disposition as provided in this section.

G. During the time that any personal property is held by the city, it may be delivered or paid to its owner as follows:

1. The personal property shall be delivered upon proof of ownership satisfactory to the City official with custody over the personal property, after ten (10) days' notice by mail to any other person(s) who have asserted a claim of ownership at any address given by such person(s).
2. If the personal property consists of money, it shall be paid to the owner upon written order from the Chief of Police or the City Manager, or their designee. The Chief of Police or City Manager, or their designees, shall make such order upon the same proof of ownership and with the same notice as prescribed in the case of personal property.
3. If ownership cannot be determined to the satisfaction of the City official with custody of the personal property, he or she may refuse to deliver the personal property or refuse to order the payment of such money to anyone until ordered to do so by a court of competent jurisdiction.

H. Upon expiration of the ninety (90) day period, any personal property received by the city and not delivered to the owner may be appropriated to the use of the city upon order of the City Manager or his or her designee, on his or her finding that the personal property is needed for a public use, and any personal property not appropriated to city use may be disposed of or sold at public auction to the highest bidder. All unclaimed money received by the City, and not delivered to the owner during the (90) day period, shall thereafter be deposited in the general fund.

I. Subject to the provisions of this Chapter 9.20, any personal property coming into the possession of the City may be disposed of immediately and without notice, in a manner that the City's enforcement official or designee determines to be in the public interest, when such personal property is perishable, contraband, or constitutes an immediate threat to the public health or safety.

J. The provisions of this Chapter 9.20 shall not apply to real or personal property or money subject to confiscation pursuant to state or federal law, to personal property that constitutes evidence of a crime, evidence in an ongoing criminal investigation and/or civil proceeding pursuant to state or federal law.

9.20.060 Tents And Other Enclosed Temporary Structures Prohibited.

A. It is unlawful for any person to set up and utilize a tent or similar temporary shelter or improvised make-shift structure from random items, that is not open on all sides in a public park/recreation area, except as when authorized by a permit issued by the City of McFarland. Only the use of umbrellas or sun shades is permissible in a public park/recreation area.

B. Notwithstanding these prohibitions, an individual or family unit experiencing homelessness may not be cited for violation of this section between the hours of 10:00 p.m. and 6:00 a.m. unless it is confirmed that there is available shelter as defined in Section 9.20.020.

9.20.070 Prohibited Activities in Parks, Recreational Facilities and Designated Public Property.

The following activities are prohibited at all city parks, recreational facilities and designated public

property:

A. Alcohol Consumption or Possession Prohibited:

It is unlawful for any person to possess and/or consume any alcoholic beverage within the boundaries of every public park/recreation area. The City Manager or designee may maintain a listing of the park and recreation facilities where possession and consumption of alcoholic beverages may be allowed with a valid permit issued by the City of McFarland.

B. Fires Prohibited:

No person shall kindle or build a fire in any park or recreation facility, including the use of portable fire rings or any other receptacle or park amenity for the purpose of creating or containing a fire, unless prior written permission is obtained from the City of McFarland. A fire that is lighted and maintained in a barbecue grill being utilized for cooking purposes only, and only in designated areas, shall be exempt from this prohibition. Installed park grills are designed for charcoal based cooking, and no other flammable material may be used in them. Grill fires shall be completely extinguished before leaving the park and recreation facility. Fires solely for the purpose of personal warmth are not allowed, and park grills shall not be used as a trash receptacle.

C. Use of Park Waters:

It is unlawful to bathe in the waters of any lake, pond, creek, canal, ditch, pool, fountain, or at any hydrant, drinking fountain, or sink; or throw into or deposit any dirt, filth or foreign matter in the waters of any lake, pond, creek, canal, ditch, pool, or fountain, or in like manner pollute the same; provided, however, that nothing contained in this section prohibits persons from swimming in any municipal pool in accordance with the rules and regulations provided therefor. For purposes of this Chapter 20 the term "bathe" includes using park waters for the coloring of one's hair or for other cosmetic uses.

D. Mistreatment of Animals Prohibited:

It is unlawful to take, kill, wound, disturb, or maltreat any bird or animal, either wild or domesticated, unless the same shall have been declared noxious by the City Manager or his or her designee and a permit issued for the killing of such noxious animals.

E. Tampering with Park Valves and Utilities Prohibited:

It is unlawful to open or close any valves or switches, remove any utility access covers or secured plugs, tap into wiring, or damage any maintenance covers, plugs or other facilities pertaining to the water or electric services in any park, recreational facility or designated public property.

F. Parking Adjacent to City Parks, Recreational Facilities and Designated Public Property Prohibited:

No person shall, between the hour of ten-thirty p.m. of any day and the hour of six a.m. of the following day, stop, park or leave standing any motor vehicle or other vehicle on that portion of any streets adjoining a park owned or operated by the city.

9.20.080 Penalty.

A. Any person violating the provisions of this ordinance shall be guilty of a misdemeanor and subject to the penalties set forth in Chapter 1 of the McFarland Municipal Code. At present, pursuant to Government Code Section 36901, the maximum penalty for a misdemeanor is a fine not exceeding one thousand dollars and imprisonment not exceeding six months, or both.

B. The City Manager, Chief of Police, City Attorney or their designee shall have discretion to reduce said violation to an infraction or administrative citation subject to the penalties set forth in Chapter 1 of the McFarland Municipal Code. Nothing in this Chapter 20 of the McFarland Municipal Code shall prevent the City of McFarland from engaging in efforts to obtain voluntary compliance by means of warnings, notices, educational programs, and/or collaboration with other community and government partners.

Section 2. Notice. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on 7/11/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 7/25/2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on July 25, 2024.

ATTEST:

Paul M. Saldana, Interim City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 14.
Section: PUBLIC HEARINGS
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Introduce and hold first reading, by title only, Ordinance 6-2024 AN
ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE
MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101 RELATING TO CITY
COUNCIL MEETINGS

SUMMARY:

The City Council meetings are currently held on the 2nd and 4th Thursdays of the month. The proposed ordinance would change the meeting days to the 2nd and 4th Wednesdays of each month. The time 6:00 pm would remain the same.

The ordinance would be scheduled for second reading on August 8 and take effect 30 days thereafter. Therefore, the first meeting under the new schedule would be September 11, 2024.

FINANCIAL IMPACT:

No financial impact

RECOMMENDATION:

City Council open public hearing. Following public hearing, waive reading in its entirety and introduce Ordinance 6-2024 for first reading. Set second reading at the next regular City Council meeting.

ATTACHMENTS:

None

ORDINANCE NO. 6-2024

AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101

Section 1. Recitals

WHEREAS, The City of McFarland desires to amend, clarify, and codify its Municipal Code Chapter related to city council meetings;

WHEREAS, The Ordinance updates the Municipal Code to change the regular meeting date for City Council meetings.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MCFARLAND DOES ORDAIN
AS FOLLOWS:**

Section 1. Section 2.04.010 of the McFarland Municipal Code is hereby adopted, amended and restated to read as follows:

2.04.010 - Time Set for meetings.

The second and fourth Wednesday of each and every month at the hour of six (6) p.m. is established as the time for the regular meeting of the City Council.

Section 2. Notice. The City clerk shall certify to the passage and adoption of this ordinance and shall cause this Ordinance to be posted within 15 days after its passage, in accordance with Section 36933 of the Government Code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of McFarland hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or word thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or word might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

Section 4. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 5. Certification; Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

INTRODUCED, at a regular meeting of the City Council of the City of McFarland, California on

7/25/2024, by the following vote:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on 8/8/2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
María T. Pérez				

Saul Ayon, Mayor

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of McFarland by a regular meeting thereof held on July 25, 2024.

ATTEST:

Paul M. Saldana, Interim City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 15.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Paul Saldaña , Community Development Director

SUBJECT: Adopt Resolution 2024-87 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A LICENSE BETWEEN WONDERFUL CITRUS PACKING LLC AND THE CITY OF MCFARLAND TO USE PREMISES.

SUMMARY:

The Mayor facilitated conversations with the Wonderful Company for the use of the property at Browning Road and Sherwood Road as a flood retention basin. The results of the Mayor's discussions is offer by Wonderful Company to provide the property to the City in the form of a license agreement which will be followed by a donation agreement in the future.

To move forward with grant funding for both the retention basin and potential recreational opportunities, the Wonderful Company has proposed the attached license agreement. This agreement would allow for the City to pursue grant and development of the property while the City and Wonderful work on details of a donation agreement which will transfer the property to the City for final development.

The form of the final license agreement is subject to the approval of the City Attorney and acceptable to Wonderful.

FINANCIAL IMPACT:

The approval of the license agreement has no fiscal impact.

RECOMMENDATION:

City Council adopt Resolution approving License Agreement with Wonderful Citrus Packing LLC.

ATTACHMENTS:

1. WCP-City of McFarland - License to Use Premises EDIT

RESOLUTION NO. 2024-87

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING A
LICENSE BETWEEN WONDERFUL CITRUS PACKING LLC AND THE CITY OF
MCFARLAND TO USE PREMISES.**

WHEREAS, The City of McFarland desires to seek grant funds and develop a flood retention basin on property owned by Wonderful Citrus Packing LLC ("Wonderful"), and

WHEREAS, the City is seeking grant funds to develop the retention basin into a recreational facility for use when not needed for flood retention; and

WHEREAS, Wonderful has offered to provide a licensing agreement to provide for the City's use of the property with the intent of donating the property once the final plans and funding for development are procured.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The City Council approves the license agreement with Wonderful Citrus Packing LLC subject to approval as to form by the City Attorney.
2. The City Council authorizes the City Manager or designee to continue to work with Wonderful toward the development of the property and ultimate donation to the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on July 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana, Interim City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Paul M. Saldana, Interim City Clerk

LICENSE TO USE PREMISES
(City of McFarland)

This is a **LICENSE TO USE PREMISES** (City of McFarland) (the “**License**”) effective May 1, 2024 between **WONDERFUL CITRUS PACKING LLC**, a Delaware limited liability company (“**Licensor**”) and **CITY OF MCFARLAND**, a California Municipal Corporation organized and existing under the laws of the State of California (“**Licensee**”). It is agreed that:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license to utilize that certain real property known as Kern County APN 201-070-031, which consists of approximately 12.69 acres, and depicted on Exhibit A attached hereto and incorporated herein by reference (the “**Premises**”) to construct a water retention basin on the Premises for the License Period (as defined below). This License shall include the non-exclusive right of reasonable entry and exit to and from the Premises or other real property owned by Licensor over and on existing roads. The parties expressly acknowledge and agree that this License is not a lease and does not convey to Licensee any exclusive possessory interest in the Premises.

2. **Water Retention Basin.** Licensee shall construct a water retention basis on the Premises in accordance with the plans and specifications set forth on Exhibit B attached hereto and incorporated herein by reference, over a period of two (2) years (the “**Project**”). The Project shall be completed by no later than August 1, 2026 (the “**Project Deadline**”). The obligations set forth in this Section 2 shall survive the termination or expiration of this License.

3. **License Period.** This License shall commence on the date hereof and shall terminate upon the earliest to occur of: (i) Licensee’s completion of the Project, (ii) the Project Deadline, (iii) the donation of the Premises to Licensee (the “**Donation**”), or (iv) delivery of written notice of termination from Licensor to Licensee (collectively, the “**License Period**”).

4. **No License Fee.** In consideration of the benefit to Licensor of the Project, there is no fee due from Licensee to Licensor for this License.

5. **General License Terms.** Licensee shall keep the Premises in a clean and sanitary condition; provided, however, Licensee shall not be responsible for maintenance, repairs or replacements in, on or about the Premises during the License Period, except for any personal property placed in the Premises by Licensee, or repairs or replacements that are necessitated due to damages caused by Licensee.

6. **Compliance with Laws.** Licensee shall, at Licensee’s sole cost and expense, comply with all applicable laws, statutes, codes, orders, ordinances, rules and regulations, in force or in effect, whether now or in the future, and obtain any permit or license required by any governmental entity relating to or affecting the Project. If Licensee or any of its contractors or other agents or invitees shall violate any applicable law or cause any release of any hazardous substances on, in or above the Premises, Licensee, at its sole cost and expense, shall promptly remedy such violation to the satisfaction of Licensor and any governmental body having jurisdiction. If Licensee fails to do the foregoing, Licensor may do such work at the cost and expense of Licensee.

7. **Acknowledgment of Prior Rights/Quiet Enjoyment.** The License granted herein is subject to the prior and continuing right of Licensor, and Licensor expressly reserves its right, to possession, use and improvement of the Premises in any manner. Licensee expressly acknowledges and agrees that it will cooperate with Licensor to permit an appraiser to enter the Premises at reasonable times to complete an appraisal of the Premises in connection with the Donation. The rights herein granted to Licensee are subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims of title and other title matters which may affect the Premises, and the word “grant” as used herein shall not be construed as a covenant against the existence of any such matters. Licensee agrees that in the exercise of this License, Licensee and each of its contractors and other agents and invitees (a) will comply with all terms and conditions of any leases and other agreements regarding entry rights and the obligations of third parties that Licensor notifies

Licensee of, (b) will not interfere with or permit interference with the quiet enjoyment of all or any portion of the Premises by Licensor or any tenant thereof, and (c) will not interfere with the operation, use and maintenance of the Premises or interfere with or permit the interference with any other person providing services at the Premises.

8. Insurance. Licensee agrees that Licensee and/or all of Licensee's contractors and other agents entering the Premises shall have (a) comprehensive general liability insurance with a per occurrence limit of at least Two Million Dollars (\$2,000,000.00) and an aggregate limit of at least Two Million Dollars (\$2,000,000.00) with contractual liability endorsement that insures Licensee's indemnity obligations hereunder, and (b) Business Auto Insurance with a combined single accident limit of at least One Million Dollars (\$1,000,000.00). The insurance required herein shall insure all activity and conduct of Licensee and such Licensee's contractors and other agents while exercising the right of access provided for in this License and naming Licensor as an additional insured. Licensee shall provide Licensor with written evidence satisfactory to Licensor, of the foregoing insurance coverage.

9. Indemnification. Licensee shall defend (with attorneys acceptable to Licensor), indemnify and hold harmless Licensor, Licensor's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (the "**Indemnified Parties**") from and against any and all claims, actions, causes of action, damages, losses, liabilities and expenses including, without limitation, actual attorneys' fees and legal costs arising from Licensee's use of the Premises or from any activity, work or thing done, permitted or suffered by Licensee in or about the Premises, or incurred directly or by reason of any claim, suit or judgment brought by or on behalf of any person or persons for damage, loss or expense due to, but not limited to, bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to Licensee's use or occupancy of the Premises or the acts or omissions of Licensee, its agents, employees or contractors, unless caused by the gross negligence or willful misconduct of one of the Indemnified Parties. Licensee's obligations herein shall survive the termination or revocation of this License.

10. No Assignment. Licensee shall not assign or transfer this License or permit anyone to occupy the Premises other than Licensee, and any assignment or transfer contrary to the provisions hereof shall be void. Licensor may transfer this License to an affiliate if ownership of the Premises is transferred to such affiliate.

11. Miscellaneous. This License may be executed in any number of counterparts, including by email of a PDF signature page (or other electronic transmission), each of which may be deemed an original but all of which together shall constitute one and the same instrument. It is not necessary for each party to execute the same counterpart hereof. Each party shall have the right to execute this License using an electronic signature appearing on the signature block below, and each party's electronic signature shall be deemed valid and binding and admissible by any party as if the same were an original ink signature. This License shall be governed and construed in accordance with the laws of the State of California with venue in the state and federal courts of Los Angeles County, California. This License constitutes the entire agreement between the parties.

LICENSOR:

WONDERFUL CITRUS PACKING LLC,
a Delaware limited liability company

Authorized Signature

Print Name and Title

LICENSEE:

CITY OF MCFARLAND,
a California Municipal Corporation

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana
Interim City Clerk

APPROVED AS TO FORM:

Nathan M. Hodges
City Attorney

Exhibit A

Premises

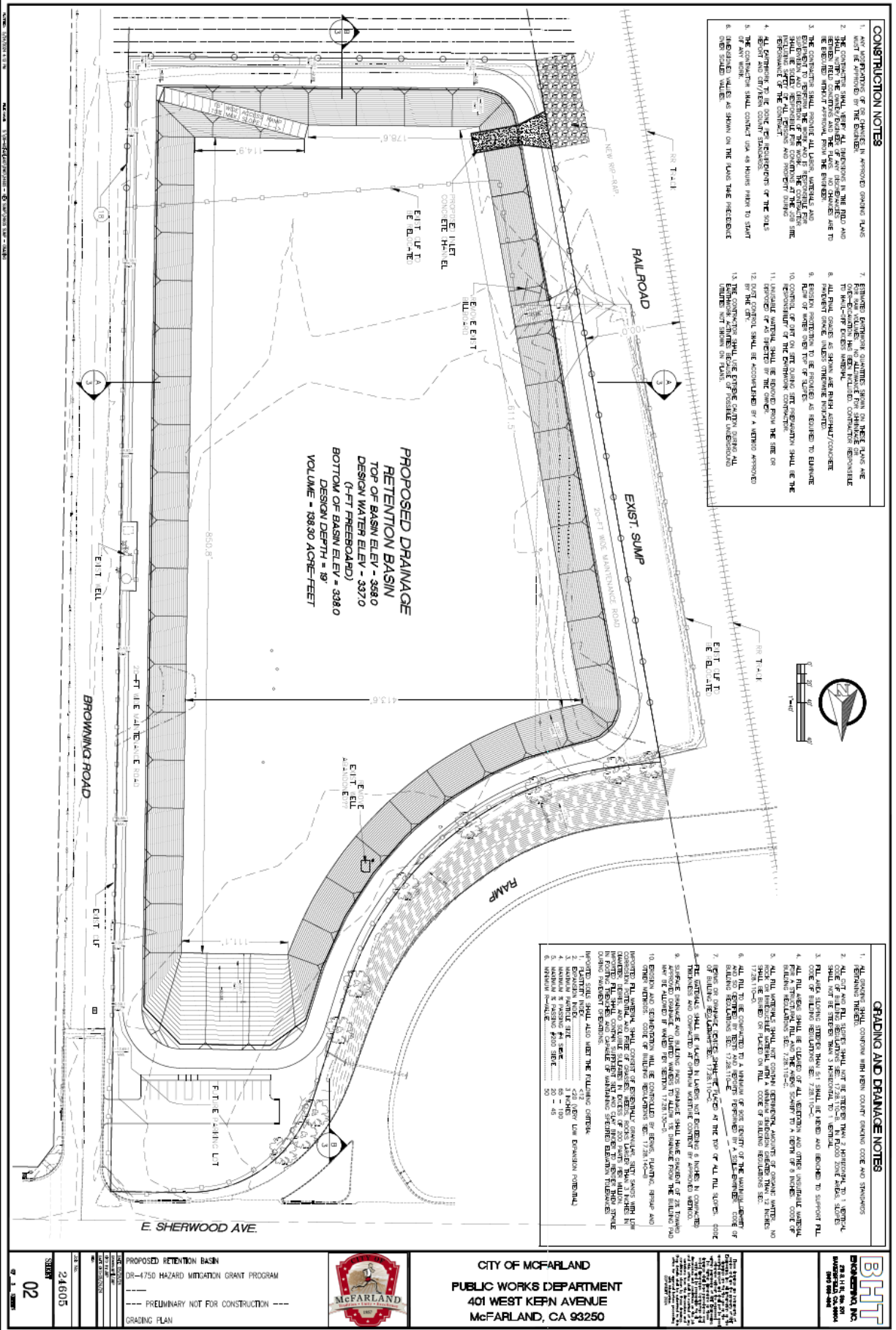
Situs Address: 215 Browning S Road, McFarland CA

APN: 201-070-31-5

Legal Description: Section 13, Township 26, Range 25, Quarter

Exhibit B

Plans and Specifications



{3461089.1}



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 16.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager
Brian Knox, Chief of Police

SUBJECT: Adopt Resolution 2024-89 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING AGREEMENT BETWEEN THE COUNTY OF KERN AND THE MCFARLAND POLICE DEPARTMENT FOR THE ALLOCATION AND DISBURSEMENT OF KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION TASK FORCE FUNDS.

SUMMARY:

Honorable Mayor and City Council one of the biggest problems facing our community and affecting our youth is the misuse of illegal narcotics. Specifically, the prevalence of fentanyl and the abuse of this opioid poses a formidable threat to the safety and general welfare of our community. Fentanyl is 50 times more potent than heroin and has been combined with many other illegal drugs in attempts to mask the substance so users will become addicted. Fentanyl is also combined with many prescription pills which heightens the effects of the drugs.

In powdered form Fentanyl can be inhaled and many times this becomes fatal. On May 25, 2024, the MPD stopped a vehicle in McFarland that had traveled from Lamont. During a search of the vehicle officers located a zip loc baggie containing between 900 and 1000 pills (about 4 ounces) of counterfeit OxyContin mixed with Fentanyl. These drugs were transported here by a documented gang member who also possessed an illegal, loaded handgun. In 2023, Assemblymember Dr. Jasmeet Bains authored Assembly Bill 33, the Fentanyl Misuse and Overdoes Prevention Task Force. This bill provides funding to local enforcement agencies for education and enforcement activities to combat the misuse of fentanyl. The MPD has been awarded \$250,000 through this program to combat the misuse of fentanyl in our community.

The MPD plans to use these funds to address this current crisis through strategic investigations, adept intelligence gathering, community-wide educational outreach, and collaboration with various local, state, and federal law enforcement agencies.

FINANCIAL IMPACT:

\$250,000 will be appropriated to the Police Department from the grant funds upon receipt.

RECOMMENDATION:

Staff recommends the approval to accept \$250,000 from the County of Kern for the Fentanyl

Task Force.

ATTACHMENTS:

1. Fentanyl Task Force

RESOLUTION NO. 2024-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND RATIFYING AGREEMENT BETWEEN THE COUNTY OF KERN AND THE MCFARLAND POLICE DEPARTMENT FOR THE ALLOCATION AND DISBURSEMENT OF KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION TASK FORCE FUNDS.

WHEREAS, the City recognizes there is a fentanyl crisis in our general society and;

WHEREAS, the City wishes to combat the effects of fentanyl in our community and;

WHEREAS, the City recognizes the need for additional funds and resources to aid in this effort and;

WHEREAS, the City wishes to ratify the agreement between the County of Kern and MPD to allocate funds for the Fentanyl Task Force.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The MPD received a grant of \$250,000 for the Fentanyl Misuse and Overdose Task Force.
3. The City Council recognizes the need for better education and enforcement of Fentanyl in our community.
4. The City Council wishes to accept the \$250,000 grant funds.
5. The City Council appropriates \$250,000 to the Police Department operating budget for use as indicated in the grant.
6. The City Council provides the City Manager Authority to execute any documents necessary to carry out the agreement.
7. The City Clerk shall certify the passage and adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on July 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				

Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana, Interim City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Paul M. Saldana, Interim City Clerk

**Kern County Fentanyl Misuse and Overdose Prevention Task Force Fund
Allocation Disbursement Agreement
County of Kern – McFarland City Police Department**

This Allocation Disbursement Agreement is made and entered into on _____ by and between the County of Kern, a political subdivision of the State of California (hereinafter "**County**") and McFarland City Police Department (hereinafter "**Agency**"). County and Agency are referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- a) The County of Kern is the recipient of an allocation from the State of California under Assembly Bill Number 33 of 2023 – Fentanyl Misuse and Overdose Prevention Task Force ("Assembly Bill"), introduced by Assembly Member Bains, for Agency to provide various duties relating to fentanyl misuse, including, among others, collecting and organizing data on the nature and extent of fentanyl misuse in California, identification and assessment of sources and drivers of legal and illicit fentanyl and xylazine activity in California, and evaluating approaches to increase public awareness of fentanyl misuse, develop methods to strengthen state and local efforts to prevent fentanyl misuse, review and recommend model treatment protocols for medication-assisted treatment (MAT) of fentanyl misuse;
- b) County desired to engage Agency in accordance with the proposal(s) submitted to Assembly Member Bains, attached within Exhibit A of this agreement, and approved by Assembly Member Bains.
- c) Agency is a local law enforcement agency within the county and desires to utilize allocation dollars for the purposes of participating in the Fentanyl Misuse and Overdose Prevention Task Force ("Task Force") activities and associated responsibilities including, but not limited to, regular meetings and reporting as determined by the Task Force; and
- d) Agency has submitted a project proposal to be considered for an allocation of this funding which has been reviewed and approved by Assemblymember Bains for the purposes of preventing, enforcing, and education related to fentanyl and xylazine misuse.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and Agency agree as follows:

- 1. **County's Obligation.** County will make an allocation in the maximum amount of two hundred fifty thousand dollars (\$250,000) to the Agency subject to the terms and conditions set forth herein.
- 2. **Purpose.** Agency will utilize the funds for the purposes of preventing, enforcing, and treating fentanyl misuse as described within "Exhibit A" of this agreement.
- 3. **Deposit of Funds.** Agency shall deposit allocation dollars in a special account designated Fentanyl Misuse and Overdose Prevention Task Force Fund, separate and apart from all other accounts, which shall reflect all receipts and expenditures of funds allocated by County only.
- 4. **Term.** Agency shall utilize such funding during a period from the date of this Agreement through January 1, 2026.

5. **Disbursement of Allocation dollars.** Funds will be disbursed entirely at the beginning of the term. Agency shall provide accurate records of all its costs, disbursements and receipts for the funds used under this Agreement.
6. **Non-appropriation.** County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Agency, except for services performed prior to the date of termination. Recipient will be given thirty (30) days written notice in the event that such action is required by County.
7. **Assignment.** Agency shall not assign, transfer, or encumber this Agreement, or any part, and Agency shall not assign any monies due or which become due to Agency under this Agreement, without the prior written consent of the County.
8. **Audit, Inspection and Retention of Records.** Agency shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Agency shall permit County to audit, examine, and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel, or other data related to the Services under this Agreement. Agency shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as County.
9. **Authority to Bind County.** It is understood that Agency, in Agency's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
10. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
11. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
12. **Compliance with Law.** Agency shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
13. **Compliance with Applicable Law.** Agency shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("Applicable Law"), each of which is made a part of this Agreement
14. **Confidentiality.** Agency shall not, without the prior written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this Section shall continue to survive.

15. Conflict of Interest.

- a. **Financial Conflicts of Interest.** Agency has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Agency acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Agency shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- b. **Organizational Conflicts of Interest.** Agency represents, to the best of its knowledge, that neither Agency nor any Agency Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Agency nor any Agency Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering into the contractual arrangement. If any organizational conflict of interest is discovered by Agency relating to this Agreement, Agency shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Agency has any actual or potential organizational conflict of interest. As used in this Section 14.b, "organizational conflict of interest" means any relationship whereby Agency has present or planned interests related to the Services which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (ii) may result in Agency or any Agency Representative being given an unfair advantage.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17. **Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

18. Indemnification.

a. General.

County is the recipient of funds from the State of California, under Number 33 of 2023 – Fentanyl Misuse and Overdose Prevention Task Force, introduced by Assembly Member Bains, in the amount of \$250,000 to the County of Kern for Agency to provide various duties relating to fentanyl misuse, including, among others, collecting and organizing data on the nature and extent of fentanyl misuse in California, identification and assessment of sources and drivers of legal and illicit fentanyl and xylazine activity in California, and evaluating approaches to increase public awareness of fentanyl misuse, develop methods to strengthen state and local efforts to prevent fentanyl misuse, review and recommend model treatment protocols for medication-assisted treatment (MAT) of fentanyl misuse.

Agency shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers

and authorized representatives ("County Indemnified Parties") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs, including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs ("Claims") which arise out of or relate to any act or omission of Agency or Agency's officers, employees, agents and subcontractors of any tier hired by Agency to perform the Services ("Agency Representatives"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to the Services. Agency shall defend any Claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost.

- b. **Immigration Reform and Control Act.** Agency acknowledges that Agency and Agency Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Agency is and shall remain in compliance with the IRCA and shall ensure that any Agency Representatives are and shall remain in compliance with the IRCA. In addition, Agency shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Agency or Agency Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Agency or Agency Representatives. Agency shall defend any Claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost.
- c. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Agency or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Agency prompt written notice. Agency shall defend and indemnify County and County Indemnified Parties from any Claims, including costs incurred by County in order to avoid entry of any default judgment or other waiver of County's rights. Agency shall defend any claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost. County shall cooperate fully with and may monitor Agency in the defense of any Claim and shall make employees available as Agency may reasonably request with regard to the defense, subject to reimbursement by Agency of all costs incurred by County's cooperation in the defense.
- d. **Remedy of Infringement Claim.** If the Services are, in Agency's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Agency shall within 90 days:
 - i. **Replace.** Promptly replace the Services with compatible, functionally equivalent, and non-infringing services;
 - ii. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;
 - iii. **Procure Rights.** Promptly procure the right of County to continue using the Services; or
 - iv. **Refund.** As a last resort, if none of these alternatives is reasonably available to Agency, and County is enjoined or otherwise precluded legally

from using the Services, Agency shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products shall be disposed of as ordered by the governing court at the sole cost of Agency or as determined by County if the court does not so direct.

e. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Agency, or to any unauthorized use of the Services by County.

f. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this Section 17 shall survive.

19. **Insurance.** Agency, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Agency's obligations, as required in this Agreement, shall secure and maintain the following insurance. Agency shall not perform any Services until Agency has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("Authorized Insurance Representative"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Agency shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Agency shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Agency shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Agency or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Agency has employees who may perform any Services under this Agreement, Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Agency shall require any Agency Representative to provide workers' compensation for any of the Agency Representative's employees, unless the employees are covered by the insurance carried by Agency. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Agency shall provide and/or require each Agency Representative to provide adequate insurance for the coverage of employees not otherwise covered. Agency shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

i. **Types of Liability Insurance.** Agency shall maintain in full force and effect, during the Term, the following types of liability insurance:

1. **Commercial General Liability Insurance**, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations

Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Agency's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Agency Representatives working on the behalf of the named insured. Agency shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

2. **Automobile Liability Insurance**, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence.

3. **Professional Liability (Errors and Omissions) Insurance**, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

ii. **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this Section 9 shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

iii. **Claims-Made Insurance.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Agency, at Agency's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Insurance Companies.** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. **Self-Insurance.** If Agency is, or becomes during the Term, self-insured or a member of a self-insurance pool, Agency shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Agency are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

- e. **Primary Insurance; Waiver of Subrogation.** All insurance carried by Agency shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.
 - f. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Agency for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.
 - g. **Failure to Maintain Insurance.** Failure by Agency to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Agency. County, at its sole option, may terminate this Agreement and obtain damages from Agency resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Agency, County shall deduct from sums due to Agency any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Agency under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Agency shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Agency of its obligation to obtain and maintain the insurance coverages required by this Agreement.
 - h. **Cancellation of Insurance.** The insurance coverages required to be maintained by Agency shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Agency shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Agency in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Agency shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
21. **Negation of Partnership.** In the performance of all services under this Agreement, Agency shall be, and acknowledges that Agency is, in fact and law, the recipient of a allocation and not an agent or employee of County. Agency has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Agency retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Agency in the provision of services under this Agreement. With respect to Agency's employees, if any, Agency shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.
22. **Non-Collusion Covenant.** Agency represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of

this Agreement with County and (ii) it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

23. **Nondiscrimination.** Neither Agency, nor any Agency Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
24. **Non-waiver.** No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Agency. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.
25. **Notices.** All notices under this Agreement shall be provided to Kern County at the address indicated in the opening section of this Agreement and to the Agency and Responsible County Department at the addresses shown below. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Agency's office, or the receptionist for the Kern County General Services Department.

Responsible County Department

Fentanyl Prevention, Education, and Treatment Fund
County Administrative Office
Kern County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, CA 93301

McFarland City Police Department

401 West Kern Avenue
McFarland, CA 93250

26. **Ownership of Documents.** All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs.
27. **Representations.** Agency makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:
- a. **Expertise and Staff.** Agency has the expertise, support staff, and facilities necessary to provide the Services; and
 - b. **No Adverse Interests.** Agency does not have any actual or potential interests adverse to County, nor does Agency represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and
 - c. **Timeliness.** Agency shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.

28. **Severability.** If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
29. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
30. **Sole Agreement.** This Agreement, including Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
31. **Termination.** The County may at its election, without cause, terminate this Agreement by written notice ("Notice of Termination"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Agency or the County, Agency shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, County shall pay Agency for all satisfactory Services rendered by Agency prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown in Section 1.
32. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
33. **Waiver of Claims.** Agency waives all claims and recourse against County, including the right to retribution for any loss or damage arising from, growing out of, or in any way connected with or incident to this Agreement.
34. **No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Agency. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Agency that any person or entity, other than County or Agency, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
35. **Gender/Plural.** References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
36. **Recitals.** Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

37. **Political/Religious Activity.** No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this contract.

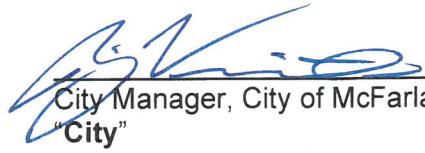
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Agreement as of the day and year first written above.

County of Kern:

Agency:

Chairman, Board of Supervisors
"County"



City Manager, City of McFarland
"City"



McFarland City Police Department
"Agency"

Approved as to Form:

Approved as to Form:

County Counsel



City Attorney

Approved as to Content:

Countersigned:

Chief Administrative Office



Finance Director

Exhibit A

County of Kern - McFarland City Police Department

Project Title: Fentanyl Misuse and Overdose Prevention Task Force Fund

Funding: \$250,000

Project Objective:

The objective of this project is to enhance capabilities and concentrate efforts on drug suppression in partnership with local, state, and federal law enforcement agencies, specifically targeting fentanyl related investigations, community education initiatives, data gathering, and coordination with the Task Force.

Scope of Services:

The Agency will have discretion over the categorical allocation and expenditure of one-time funds provided under this agreement, within the scope of services defined herein and detailed below:

1. Personnel Costs

Estimated Allocation: \$156,500

Purpose: Recruitment and salary for specialized detectives, supervisors, crime analyst and school resource officers with expertise in drug suppression and fentanyl investigations.

2. Training and Equipment

Estimated Allocation: \$59,000

Purpose: Specialized training programs and equipment for staff, as well as the acquisition of equipment for effective drug detection and investigations.

3. Community Education Initiatives

Estimated Allocation: \$24,750

Purpose: Development and implementation of educational programs to raise awareness about the dangers of drug abuse, particularly fentanyl. Outreach campaigns to engage with schools, community centers, and local organizations.

4. Operational Expenses

Estimated Allocation: \$9,750

Purpose: Administrative costs essential for the support and operation of the McFarland City Police Department's task force efforts and coordination with the Task Force.

Deliverables:

1. Recruitment and hiring of one crime analyst and one dedicated detective specializing in fentanyl detection, investigation, and interdiction.
2. Collaboration with the Task Force, law enforcement agencies, public health officials, and community organizations in the formulation of a comprehensive strategy designed to tackle the multifaceted dimensions inherent in the fentanyl crisis.
3. Collection and analysis of data concerning fentanyl distribution, patterns of use, and correlated criminal activities. Development of predictive modeling, forecasting future trends in drug-related activities.
4. Development and implementation of community education and outreach events in collaboration with the Task Force. Facilitation of educational initiatives within elementary and high schools in and around the City of McFarland.

Performance Measurement:

Seizures: Number and quantity of fentanyl and xylazine seizures made by the Agency.

Interdiction: Number of fentanyl and xylazine shipments intercepted or prevented from entering the community.

Targeted disruption or elimination: Number of investigations resulting in disruption or dismantlement of targeted organizations.

Arrests: Number of arrests made related to the trafficking and possession of fentanyl and xylazine made by the Agency.

Community Engagement and Education: Number of community members and students engaged through education initiatives and outreach events.

Project Duration:

The project is scheduled to commence upon approval of funding and is expected to achieve significant milestones within the first 12 months of implementation.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 17.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: July 25, 2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Adopt Resolution 2024-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S COMMUNITY GRANT PROGRAM TO THE MCFARLAND RECREATION FOUNDATION FOR THE INDEPENDENCE DAY FIREWORK EVENT.

SUMMARY:

In February 2023 the McFarland City Council created the community grants program to allow funding opportunities for various groups, organizations, and volunteers, who through events improve upon the cultural, social and economic well-being of the City.

The council also recognizes that citizens have the right to expect that tax dollars will be expended in a manner that is justifiable, fair and holds groups accessing public funds accountable for their spending. In that regard, municipal grant funding demonstrates the Council's commitment to working with groups which provide these beneficial programs, services or projects to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding to these groups.

The Community Grants requests which can be considered by the city council require that the requests meet the criteria of providing a public service, or otherwise promoting the health, safety or welfare of the community, and benefiting the community. The Community Grant request must be approved by the majority of Council Members for the funds to be designated for the requesting entity.

On June 5, 2024, staff members received a request from the McFarland Recreation foundation for funding in the amount of \$2500 for the Independence Day fireworks show to be held on July, 3rd 2024. The McFarland Recreation foundation's request for funding is to assist with funding the expense incurred for the cost of the fireworks, which totals \$18,500. The McFarland Recreation foundation indicated the Independence Day fireworks show is a patriotic show in the sky above the city of McFarland.

The requested amount of funds is \$2500.

FINANCIAL IMPACT:

If the request is approved, the impact on the Community Grant funds would be \$2,500.

RECOMMENDATION:

Staff recommends that the City Council of the City of McFarland approve funds from the City's Community Grant Program to the McFarland Recreation Foundation for the Independence Day fireworks show event in the amount of \$2500.

ATTACHMENTS:

1. City Fireworks Grant Application 2024_Redacted

RESOLUTION NO. 2024-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING FUNDS FROM THE CITY'S COMMUNITY GRANT PROGRAM TO THE MCFARLAND RECREATION FOUNDATION FOR THE INDEPENDENCE DAY FIREWORK EVENT.

WHEREAS, The City Council recognizes the many benefits that various groups, organizations, volunteers, and events within the City of McFarland provide by promoting and improving upon the cultural, social and economic well-being of the City; and

WHEREAS, Council also recognizes that citizens have the right to expect that tax dollars will be expended in a manner that is justifiable, fair and holds groups accessing public funds accountable for their spending; and

WHEREAS, in that regard, municipal grant funding demonstrates Council's commitment to working with groups which provide these beneficial programs, services or projects to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding to these groups; and

WHEREAS, The Community Grants requests which can be considered by the city council require that the requests meet the criteria of providing a public service, or otherwise promote the health, safety or welfare of the community; and benefit the community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of McFarland that it hereby finds and determines as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. The City of McFarland ("City") desires to approve the following requests for funds for the McFarland Recreation Foundation for the Independence Day show scheduled for July 3, 2024.
3. The City of McFarland acknowledges that in consideration of the funding requests the requesting organization, The McFarland Recreation Foundation, meets the criteria for the funding approval; and
4. The City of McFarland acknowledges that the funding requests meet the criteria of providing a public service, or otherwise promote the health, safety or welfare of the community; and benefit the community; and
5. The City Manager is hereby authorized and directed to proceed with the funding requests as indicated in the resolution, and.
6. The City Clerk shall certify to the passage and adoption of this resolution.
7. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on July 25, 2024 by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
María T. Pérez				
Anita Gonzalez				

CITY OF MCFARLAND

Saul Ayon, Mayor

ATTEST:

Paul M. Saldana, Interim City Clerk

I, _____, City Clerk of the City of McFarland, California, DO HEREBY CERTIFY that the foregoing resolution is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of McFarland on the date and by the vote indicated herein.

Paul M. Saldana, Interim City Clerk



401 W. Kern Avenue
McFarland, CA 93250
661-792-3091 – Office
661-792-3093 - Fax

City of McFarland Community Grant Application

INTRODUCTION

Please review and complete this application.

- All applications must be submitted by mail to the City Clerk at 401 W. Kern Street, McFarland CA 93250
- Submission of this application in no way obligates the City of McFarland to award a grant.
- The City of McFarland reserves the right to reject any or all applications, wholly or in part, at any time, without penalty.
- If you have any questions, please contact the City of McFarland; (661) 792-3091.

TO BE COMPLETED BY APPLICANT

Name of Individual/Entity/Non-Profit Organization: McFarland Recreation Foundation

Address: PO Box 337, McFarland, CA 93250

Federal Tax ID #: 92-3464611

Contact Person Name and Title: Jeff Nickell, Executive Director

Contact Person E-mail: jnickell@mcfarlandrpd.com

Contact Person Phone: 661-792-3187

Are you a non-profit organization?

Yes ☒ No ☐

If yes, please attach proof of current non-profit status to this application.



Does your Entity/Organization have a governing board? Yes ☒ No ☐

*If yes, please provide attach list governing board members and indicate if they serve specific terms.
Please also include a letter of support or acknowledgment of application for the City of McFarland Community Grant.*

If applicant is a school affiliated group and organization, is a letter of support by the respective principal or designee included? Yes ☐ No ☒

Please indicate what type of event/activity you are requesting grant funding for:

EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Event/Activity Name: Independence Day Fireworks

Event/Activity Date: July 3, 2024

Event/Activity Start Time: 9:00 p.m. approximate start time

Event/Activity End Time: 9:30 p.m.

Event/Activity Description: Fireworks will be shot off for the community's enjoyment and to celebrate our country's independence.

Event/Activity Venue: The fireworks are usually shot off from the Wonderful property at Hwy 99 and East Sherwood.

Event/Activity Address: East Sherwood Avenue/Adjacent to Hwy. 99

Organization/Event/Activity Website: Event information will be posted to the McFarland Recreation and Park District's website.

Expected # of Attendees: No corresponding event or activities. Community members are free to celebrate where they want.



DESCRIPTION OF EVENT/ACTIVITY FOR WHICH GRANT FUNDS ARE BEING SOUGHT

Describe in detail what the grant funds will be used for and how it will benefit McFarland residents, students, or schools.

The residents of McFarland will get a beautiful patriotic display in the sky above our city to celebrate our country's independence.

Describe how your event or activity will contribute positively to the recognition and image of the City of McFarland.

The fireworks show is a tradition and is one of the best shows outside of Bakersfield. It will be promoted on the MRPD website, as well as through a variety of social and print media platforms.

Is your event or activity open to the public? Yes ☐ No ☒

Is your event or activity political or religious in nature? Yes ☐ No ☒

Have you received grant funding from the City of McFarland in the past? Yes ☒ No ☐

If yes, please describe when, how much was received, and how the funds were used.

The city granted funds for this last year (2023).

List all other sources of funding for the event or activity:

GEO, Inc., R & F Disposal, McFarland Festival Committee, McFarland Chamber of Commerce, others expected

Amount of Anticipated Expenses: \$18,500

Amount of Grant Request: \$2,500

Please note that applicants requesting grant funding for any type of event or activity may require a completed Temporary Use Permit Application be submitted and a copy of the event/activity budget with this application.



By my signature below, I have read and understand the Community Grant Policy. I make the following representations and acknowledge agreement to the following terms and conditions:

- I am the duly authorized representative of the entity named above and can bind the entity to the terms of this Agreement.
- If funds are provided by the City, the funds will be used for the purposes set forth above.
- In no event shall the City's financial responsibility exceed the approved amount, set forth below.
- I bear full responsibility for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a 1099 by the City.
- This application and award of grant shall be subject to the requirements of the Community Grant Policy.
- There is no agency, employment, joint venture or other such relationship created by virtue of award of the grant.
- Applicant shall defend and indemnify the City and its employees from and against any claim, injury, liability, loss, cost and/or expense or damage including all costs and reasonable attorney's fees, arising from or alleged to arise from the activity or event.
- If applicable, the applicant shall satisfy the City's insurance requirements.
- The City may reconsider funding requests at any time upon discovery that any of the information set forth above is inaccurate, that these terms have been violated, or any provision of the Community Grant Policy has been violated.

Applicant Signature: _____

Print Name: Jeff Nickell

Title: Executive Director

Date: 05-28-24

