



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/>

Wednesday, October 23, 2024
6:00 PM

SAUL AYON, *Mayor*
RICARDO CANO, *Vice Mayor*
AMADOR AYON, *Council Member*
ANITA GONZALEZ, *Council Member*
MARÍA T. PÉREZ, *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/Vice-Chair, Ricardo Cano

Council Member/Board Member, Amador Ayon

Council Member/Board Member, Anita Gonzalez

Council Member/Board Member, María T. Pérez

INVOCATION: Vice Mayor Cano

PLEDGE OF ALLEGIANCE: Councilmember Gonzalez

APPROVE AGENDA AS TO FORM**FEATURED PET:**

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

- Featured Pet Presented by Chief Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Proclamation for Breast Cancer Awareness Month Presented to Comprehensive Blood & Cancer Center of Bakersfield

DEPARTMENT 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/ Board Member or Member from the Public requests to remove a particular item.

2. Approval of Expense Report in the Amount of \$494,228.41 from 9/28/2024 to 10/11/2024.
3. Approval of October 9, 2024, Regular Meeting Minutes
4. Approval of October 9, 2024, Special Meeting Minutes
5. Adopt Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101
6. Adopt Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, AND 060-420-24.
7. Approval of Resolution No. 2024-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VERIZON FOR THE PURCHASE OF 4 ADDITIONAL LINES FOR THE WATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-FOUR-MONTH AGREEMENT FOR CELLULAR SERVICE WITH PUSH TO TALK
8. Approval of Resolution No. 2024-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CANCELLATION OF CITY COUNCIL MEETINGS SCHEDULED ON NOVEMBER 27, 2024, DECEMBER 25, 2024, AND JANUARY 1, 2025

PUBLIC HEARINGS

ADMINISTRATIVE AGENDA

9. Approval of Resolution No. 2024-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TRANSITION OF CALENDAR YEAR 2025 HEALTH CARE BENEFITS TO A HEALTH REIMBURSEMENT ACCOUNT (HRA) MODEL, SWITCHING ANCILLARY BENEFITS FROM METLIFE TO PRINCIPAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH INSURANCE CARRIERS AND THIRD-PARTY ADMINISTRATORS TO IMPLEMENT THESE CHANGES
10. Approval of Resolution No. 2024- 120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CREATION OF THE COMMUNICATIONS AND MARKETING SPECIALIST POSITION AND ASSOCIATED BUDGET ADJUSTMENT
11. Approval of Resolution No. 2024-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT WITH DEWBERRY ARCHITECTS FOR THE DESIGN OF THE NEW POLICE STATION AND AUTHORIZING A BUDGET ADJUSTMENT OF \$748,728
12. Approval of Resolution No. 2024-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT BETWEEN THE CITY OF MCFARLAND AND DEE JASPER & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF A NEW WATER WELL

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

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)
- b. Kern Local Agency Formation Commission (LAFCO)
- c. Delano Mosquito Abatement District (DMAD)
- d. San Joaquin Valley Air Pollution Control District (SJV)
- e. Public Policy and Finance Committee
- f. Public Safety Committee
- g. Quality of Life Committee

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

ADJOURNMENT

This is to certify this agenda was posted at McFarland City Hall on October 19, 2024.



Erika De La Cruz, City Clerk



Diego Viramontes, City Manager

Next Meeting: Regular City Council November 13, 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

SKY



NOTES: SKY is a very loving dog she gets along with other dogs and loves attention she is looking for a forever home.

Panacur: 08/17, 08/18, 08/19

Intake ID:	8162024-0010
Breed:	Chihuahua
Color:	Brown/Black
Sex:	Female
Age:	3 yrs.
Weight:	3 lbs.
Chip/Tag:	None
Collar Type:	None
Arrival Date:	08/16/2024
Arrival Reason:	Stray
Brought in by:	ACO Munguia
Status:	Available
Location of Impound:	9 th Street
Available Date:	08/19/2024
DAPP Vaccine:	08/16/2024
Stickers Here:	



NATIONAL BREAST CANCER AWARENESS MONTH PROCLAMATION

WHEREAS, Nearly 300,000 women will be diagnosed with breast cancer this year, and one in eight women in America will be diagnosed with the disease in their lifetimes; and

WHEREAS, breast cancer is the most commonly diagnosed cancer and the second leading cause of cancer death among women in the United States, and everyone is at risk for breast cancer even if they have no family history of the disease; and

WHEREAS, we have made enormous progress in our decades-long fight against cancer discovering new prevention and early- detection measures and exploring medicines and therapies to extend and save lives.

WHEREAS, screening and early detection are critical to saving the lives of breast cancer patients; and

WHEREAS, in support of the many women, and men, battling breast cancer, the survivors, and the people who will be diagnosed with breast cancer this year, the City of McFarland Mayor and Councilmembers want to bring awareness to breast cancer, breast cancer research, and most importantly, prevention; and

WHEREAS, the City of McFarland supports efforts such as this that promote education, research, and other means to improve the health, wellbeing, and quality of life of our citizens, employees and guests.

NOW, THEREFORE, I, Saul Ayon, Mayor of the City of McFarland, on behalf of the City Council, do hereby proclaim October, 2024 in McFarland as Breast Cancer Awareness Month.

Under my hand and seal this 23th day of October 2024.

Saul Ayon, City of McFarland Mayor



City of McFarland, CA

Expense Approval Report

By Vendor Name

Payment Dates 9/28/2024 - 10/11/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC					
ADLERHORST INTERNATIONAL....	Inv. 121996	10/01/2024	Inv. 121996 - K9 Monthly Off-S...	01-150-56000-0000-1	292.00
Vendor ADLERHORST INT. - ADLERHORST INTERNATIONAL LLC Total:					292.00
Vendor: Advanced Data Storag - Advanced Data Storage, Inc.					
Advanced Data Storage, Inc.	Inv. 0191351	10/09/2024	Inv. 0191351 Service Console ...	01-150-52200-0000-1	41.40
Vendor Advanced Data Storag - Advanced Data Storage, Inc. Total:					41.40
Vendor: Amazon Capital Servi - Amazon Capital Services, Inc.					
Amazon Capital Services, Inc.	Inv. 137N-TTKW-L9VN	10/01/2024	Inv. 137N-TTKW-L9VN Office ...	32-510-57200-0000-1	35.11
Amazon Capital Services, Inc.	Inv. 1F7H-MYMF-L1WD	10/01/2024	Inv. 1F7H-MYMF-L1WD Office...	01-165-57200-0000-1	46.78
Amazon Capital Services, Inc.	Inv. 1F7H-MYMF-L1WD	10/01/2024	Inv. 1F7H-MYMF-L1WD Office...	30-500-57200-0000-1	41.29
Amazon Capital Services, Inc.	Inv. 166K-X3LD-GKJN	10/09/2024	Inv. 166K-X3LD-GKJN Office S...	01-150-57200-0000-1	58.59
Vendor Amazon Capital Servi - Amazon Capital Services, Inc. Total:					181.77
Vendor: American Fidelity - American Fidelity					
American Fidelity	INV0028073	10/03/2024	American Fidelity Accident 2* ...	30-22800-0000-1	27.45
American Fidelity	INV0028073	10/03/2024	American Fidelity Accident 2* ...	34-22800-0000-1	15.41
American Fidelity	INV0028074	10/03/2024	Life 1	34-22900-0000-1	9.81
American Fidelity	INV0028075	10/03/2024	American Fidelity - Disability I...	01-22700-0000-1	29.16
American Fidelity	INV0028075	10/03/2024	American Fidelity - Disability I...	30-22700-0000-1	51.31
American Fidelity	INV0028075	10/03/2024	American Fidelity - Disability I...	31-22700-0000-1	27.27
American Fidelity	INV0028075	10/03/2024	American Fidelity - Disability I...	32-22700-0000-1	29.90
American Fidelity	INV0028075	10/03/2024	American Fidelity - Disability I...	34-22700-0000-1	30.76
American Fidelity	INV0028076	10/03/2024	Health FSA	01-22600-0000-1	27.93
American Fidelity	INV0028076	10/03/2024	Health FSA	30-22600-0000-1	26.08
American Fidelity	INV0028076	10/03/2024	Health FSA	31-22600-0000-1	26.08
American Fidelity	INV0028076	10/03/2024	Health FSA	32-22600-0000-1	26.10
American Fidelity	INV0028077	10/03/2024	Life 1	01-22900-0000-1	26.60
American Fidelity	INV0028077	10/03/2024	Life 1	20-22900-0000-1	6.33
American Fidelity	INV0028077	10/03/2024	Life 1	30-22900-0000-1	52.40
American Fidelity	INV0028077	10/03/2024	Life 1	31-22900-0000-1	24.72
American Fidelity	INV0028077	10/03/2024	Life 1	32-22900-0000-1	25.59
American Fidelity	INV0028077	10/03/2024	Life 1	34-22900-0000-1	34.33
American Fidelity	INV0028078	10/03/2024	Life 2	34-22900-0000-1	13.85
American Fidelity	INV0028091	10/03/2024	Cancer 1 American Fidelity	34-22950-0000-1	8.12
American Fidelity	INV0028092	10/03/2024	Cancer 1 American Fidelity	01-22950-0000-1	1.74
American Fidelity	INV0028092	10/03/2024	Cancer 1 American Fidelity	30-22950-0000-1	5.23
American Fidelity	INV0028092	10/03/2024	Cancer 1 American Fidelity	31-22950-0000-1	5.23
American Fidelity	INV0028092	10/03/2024	Cancer 1 American Fidelity	32-22950-0000-1	5.22
American Fidelity	INV0028093	10/03/2024	Cancer 2* - American Fidelity ...	34-22950-0000-1	16.65
American Fidelity	INV0028104	10/03/2024	American Fidelity Accident 1	01-22800-0000-1	19.34
American Fidelity	INV0028105	10/03/2024	Life 1	01-22900-0000-1	9.81
American Fidelity	INV0028106	10/03/2024	American Fidelity - Disability I...	01-22700-0000-1	148.58
American Fidelity	INV0028107	10/03/2024	Life 1	01-22900-0000-1	35.07
American Fidelity	INV0028108	10/03/2024	Life 2	01-22900-0000-1	24.00
American Fidelity	INV0028128	10/03/2024	Cancer 1 American Fidelity	01-22950-0000-1	13.53
Vendor American Fidelity - American Fidelity Total:					803.60
Vendor: American Office Solu - American Office Solutions, LLC					
American Office Solutions, LLC	INV 23357	10/01/2024	INV 23357 WWTP Trailer Net...	01-310-52200-0000-1	1,156.26
American Office Solutions, LLC	INV 18396	10/09/2024	INV 18396 MPD Dispatch Tick...	01-310-52200-0000-1	650.00
American Office Solutions, LLC	INV 23362	10/09/2024	INV 23362 PW EE Ticket 9/21/...	01-310-52200-0000-1	400.00
American Office Solutions, LLC	INV 23367	10/09/2024	INV 23367 Service Labor Cove...	01-310-52200-0000-1	3,600.00
Vendor American Office Solu - American Office Solutions, LLC Total:					5,806.26
Vendor: GAL 100-149 - Andrew Galvan					
Andrew Galvan	INV0028061	10/01/2024	Reimbursement: Fuel for Patro..	01-150-54000-0000-1	25.01

Expense Approval Report

Payment Dates: 9/28/2024 - 10/11/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Andrew Galvan	INV0028065	10/01/2024	Reimbursement: Meals & IE 1...	01-150-52010-0000-1	966.00
Andrew Galvan	INV0028065	10/01/2024	Reimbursement: Travel - Mon...	01-150-52010-0000-1	274.70
Vendor GAL 100-149 - Andrew Galvan Total:					1,265.71

Vendor: Auto Zone - Auto Zone

Auto Zone	INV 06270966223	10/09/2024	INV 06270966223 Water Dept...	32-510-56600-0000-1	96.10
Vendor Auto Zone - Auto Zone Total:					96.10

Vendor: BHT Engineering, Inc - BHT Engineering, Inc.

BHT Engineering, Inc.	INV 24-319	10/01/2024	INV 24-319 2nd St. Landscape...	25-000-52960-8290-1	2,820.00
BHT Engineering, Inc.	INV 24-321	10/01/2024	INV 24-321 Job#23601 RSTP W...	25-000-52960-2302-1	1,715.00
BHT Engineering, Inc.	INV 24-322	10/01/2024	INV 24-322 Cliff Ave. Mast to F...	25-000-52960-2402-1	4,248.75
BHT Engineering, Inc.	INV 24-323	10/01/2024	INV 24-323 Job #24603 5th St...	25-000-52960-2403-1	6,423.75
BHT Engineering, Inc.	INV 24-324	10/01/2024	INV 24-324 Job #24604 San Lu...	25-000-52960-2507-1	4,551.25
BHT Engineering, Inc.	INV 24-325	10/01/2024	INV 24-325 Job#24606: W Ker...	25-000-52960-2401-1	11,517.50
BHT Engineering, Inc.	INV 24-326	10/01/2024	INV 24-326 Job #24608 3rd St...	25-000-52960-2403-1	10,712.50
BHT Engineering, Inc.	INV 24-327	10/01/2024	INV 24-327 Job#24609: A St. -...	25-000-52960-2509-1	175.00
BHT Engineering, Inc.	INV 24-331	10/01/2024	INV 24-331 Job #24613: 9th St...	25-000-52960-2512-1	257.50
BHT Engineering, Inc.	INV 24-332	10/01/2024	INV 24-332 Job #26414: San J...	25-000-52960-2305-1	257.50
BHT Engineering, Inc.	INV 24-333	10/01/2024	INV 24-333 Job#24615 Mt. Ar...	25-000-52960-2514-1	340.00
BHT Engineering, Inc.	INV 24-328	10/09/2024	INV 24-328 Job#24610: B St.-...	25-000-52960-2510-1	175.00
BHT Engineering, Inc.	INV 24-329	10/09/2024	INV 24-329 Job#24611 7th St. ...	25-000-52960-2508-1	175.00
BHT Engineering, Inc.	INV 24-330	10/09/2024	INV 24-330 Job#24612 Robert...	25-000-52960-2511-1	257.50
Vendor BHT Engineering, Inc - BHT Engineering, Inc. Total:					43,626.25

Vendor: the round up - Bramaloma Inc

Bramaloma Inc	Inv. 0082877	10/09/2024	Inv. 0082877 - K9 Police Progr...	01-150-56000-0000-1	80.09
Vendor the round up - Bramaloma Inc Total:					80.09

Vendor: BraxBro, Inc. - BraxBro, Inc.

BraxBro, Inc.	INV 1458	10/01/2024	INV 1458 SCADA & PLC Engine...	32-510-56000-0000-1	1,110.00
Vendor BraxBro, Inc. - BraxBro, Inc. Total:					1,110.00

Vendor: Brenntag - Brenntag Pacific Inc.

Brenntag Pacific Inc.	INV BPI448096	10/01/2024	INV BPI448096 Garzoli Well L ...	32-510-57400-0000-1	2,525.41
Brenntag Pacific Inc.	INV BPI454568	10/01/2024	INV BPI454568 Well 6 L A Ch...	32-510-57400-0000-1	1,195.50
Brenntag Pacific Inc.	INV BPI454932	10/01/2024	INV BPI454932 Garzoli Well Su...	32-510-57400-0000-1	3,067.88
Vendor Brenntag - Brenntag Pacific Inc. Total:					6,788.79

Vendor: BRIANKNOX - Brian Knox

Brian Knox	INV0028141	10/11/2024	Reimbursement-Meals & IE - ...	01-150-52010-0000-1	387.00
Vendor BRIANKNOX - Brian Knox Total:					387.00

Vendor: Brink's, Inc. - Brink's, Inc.

Brink's, Inc.	INV 6915887	10/09/2024	INV 6915887 Billing Period 09...	01-130-51200-0000-1	136.58
Brink's, Inc.	INV 6915887	10/09/2024	INV 6915887 Billing Period 09...	30-500-51200-0000-1	136.57
Brink's, Inc.	INV 6915887	10/09/2024	INV 6915887 Billing Period 09...	31-505-51200-0000-1	136.57
Brink's, Inc.	INV 6915887	10/09/2024	INV 6915887 Billing Period 09...	32-510-51200-0000-1	136.57
Vendor Brink's, Inc. - Brink's, Inc. Total:					546.29

Vendor: BSK ASSOCIATES - BSK ASSOCIATES

BSK ASSOCIATES	INV AH22516	10/01/2024	INV AH22516 BOD TSS	30-500-58200-0000-1	150.00
BSK ASSOCIATES	INV AH23463	10/01/2024	INV AH23463 BOD TSS	30-500-58200-0000-1	150.00
Vendor BSK ASSOCIATES - BSK ASSOCIATES Total:					300.00

Vendor: CA Department of Jus - CA Department of Justice

CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - City Cl...	01-111-56000-0000-1	64.00
CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - Mobile...	01-130-56000-0000-1	192.00
CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - PD	01-150-56000-0000-1	115.00
CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - Animal...	01-155-56000-0000-1	32.00
CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - Streets	01-180-56000-0000-1	32.00
CA Department of Justice	Inv. 755170	10/09/2024	Inv. 755170 Live Scan - Water	32-510-56000-0000-1	64.00
CA Department of Justice	Inv. 762026	10/09/2024	Inv. 762026 Live Scan - City Cl...	01-111-56000-0000-1	32.00
CA Department of Justice	Inv. 762026	10/09/2024	Inv. 762026 Live Scan - PD	01-150-56000-0000-1	100.00
CA Department of Justice	Inv. 762026	10/09/2024	Inv. 762026 Live Scan - Animal...	01-155-56000-0000-1	32.00
Vendor CA Department of Jus - CA Department of Justice Total:					663.00

Expense Approval Report

Payment Dates: 9/28/2024 - 10/11/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CA DCSS - California Dept of Child Support Services					
California Dept of Child Suppo...	INV0028090	10/03/2024	CA Dept Child Support Services	01-22350-0000-1	240.46
Vendor CA DCSS - California Dept of Child Support Services Total:					240.46
Vendor: Cannon - Cannon Corporation					
Cannon Corporation	INV 89596	10/01/2024	INV 89596 Sewer Master Plan	30-500-56000-7820-1	3,731.70
Vendor Cannon - Cannon Corporation Total:					3,731.70
Vendor: Central Valley Office - Central Valley Office Supply Inc					
Central Valley Office Supply Inc	INV OE-2142-1	10/01/2024	INV OE-2142-1 Office Trailer F...	30-500-57200-0000-1	1,696.28
Central Valley Office Supply Inc	Inv. OE-2463-1	10/09/2024	Inv. OE-2463-1 Office Supplies ..	01-150-57200-0000-1	76.14
Central Valley Office Supply Inc	INV0028137	10/09/2024	Finance Office Cubicle Panels	01-115-52930-2520-1	5,456.73
Vendor Central Valley Office - Central Valley Office Supply Inc Total:					7,229.15
Vendor: Cintas - Cintas Corporation No.3					
Cintas Corporation No.3	INV 1904839633	10/01/2024	INV 1904839633 Cintas Safety...	30-500-56800-0000-1	279.07
Cintas Corporation No.3	INV 4186531732	10/01/2024	INV 4186531732 Cintas	01-180-51800-0000-1	92.15
Cintas Corporation No.3	INV 4186531732	10/01/2024	INV 4186531732 Cintas	20-200-51800-0000-1	11.94
Cintas Corporation No.3	INV 4186531732	10/01/2024	INV 4186531732 Cintas	30-500-51800-0000-1	60.94
Cintas Corporation No.3	INV 4186531732	10/01/2024	INV 4186531732 Cintas	32-510-51800-0000-1	52.39
Cintas Corporation No.3	INV 4198726625	10/01/2024	INV 4198726625 Cintas	01-180-51800-0000-1	104.63
Cintas Corporation No.3	INV 4198726625	10/01/2024	INV 4198726625 Cintas	01-190-57400-0000-1	755.79
Cintas Corporation No.3	INV 4198726625	10/01/2024	INV 4198726625 Cintas	20-200-51800-0000-1	25.30
Cintas Corporation No.3	INV 4198726625	10/01/2024	INV 4198726625 Cintas	30-500-51800-0000-1	114.99
Cintas Corporation No.3	INV 4198726625	10/01/2024	INV 4198726625 Cintas	32-510-51800-0000-1	66.94
Cintas Corporation No.3	INV 9282591414	10/01/2024	INV 9282591414 Cintas	30-500-51800-0000-1	80.92
Cintas Corporation No.3	INV 9286233783	10/01/2024	INV 9286233783 Cintas	30-500-51800-0000-1	112.31
Cintas Corporation No.3	Inv. 5228965618	10/01/2024	Inv. 5228965618 - AED PD	01-150-56000-0000-1	112.57
Cintas Corporation No.3	INV 4205892863	10/09/2024	INV 4205892863 Cintas	01-180-51800-0000-1	131.07
Cintas Corporation No.3	INV 4205892863	10/09/2024	INV 4205892863 Cintas	20-200-51800-0000-1	25.52
Cintas Corporation No.3	INV 4205892863	10/09/2024	INV 4205892863 Cintas	30-500-51800-0000-1	165.23
Cintas Corporation No.3	INV 4205892863	10/09/2024	INV 4205892863 Cintas	32-510-51800-0000-1	66.59
Cintas Corporation No.3	INV 4205892863	10/09/2024	INV 4205892863 Cintas	34-520-51800-0000-1	4.91
Cintas Corporation No.3	INV 4206651555	10/09/2024	INV 4206651555 Cintas	01-180-51800-0000-1	190.33
Cintas Corporation No.3	INV 4206651555	10/09/2024	INV 4206651555 Cintas	20-200-51800-0000-1	28.52
Cintas Corporation No.3	INV 4206651555	10/09/2024	INV 4206651555 Cintas	30-500-51800-0000-1	168.23
Cintas Corporation No.3	INV 4206651555	10/09/2024	INV 4206651555 Cintas	32-510-51800-0000-1	58.05
Cintas Corporation No.3	INV 4206651555	10/09/2024	INV 4206651555 Cintas	34-520-51800-0000-1	5.59
Cintas Corporation No.3	Inv. 5233155507	10/09/2024	Inv. 5233155507 - AED PD	01-150-56000-0000-1	112.57
Vendor Cintas - Cintas Corporation No.3 Total:					2,826.55
Vendor: CLA - CLIFTONLARSONALLEN LLP					
CLIFTONLARSONALLEN LLP	INV L241604545	10/09/2024	INV L241604545 Fiscal Year 23...	01-130-56050-0000-1	5,200.00
CLIFTONLARSONALLEN LLP	INV L241604545	10/09/2024	INV L241604545 Fiscal Year 23...	30-500-56050-0000-1	5,200.00
CLIFTONLARSONALLEN LLP	INV L241604545	10/09/2024	INV L241604545 Fiscal Year 23...	31-505-56050-0000-1	2,400.00
CLIFTONLARSONALLEN LLP	INV L241604545	10/09/2024	INV L241604545 Fiscal Year 23...	32-510-56050-0000-1	5,400.00
CLIFTONLARSONALLEN LLP	INV L241604545	10/09/2024	INV L241604545 Fiscal Year 23...	34-520-56050-0000-1	1,800.00
Vendor CLA - CLIFTONLARSONALLEN LLP Total:					20,000.00
Vendor: Core & Main LP - Core & Main LP					
Core & Main LP	INV V667821	10/01/2024	INV V667821 Street Dept. Mai...	01-180-56410-0000-1	230.60
Core & Main LP	INV00101095	10/01/2024	INV00101095 Water Dept. Ma...	32-510-56410-0000-1	176.20
Core & Main LP	INV0010259	10/01/2024	INV0010259 WWTP Maintena...	30-500-56410-0000-1	249.47
Vendor Core & Main LP - Core & Main LP Total:					656.27
Vendor: KCPW - County of Kern Public Works					
County of Kern Public Works	INV 44142-IN	10/09/2024	INV 44142-IN Waste and Orga...	01-180-52200-0000-1	86.35
County of Kern Public Works	INV 44142-IN	10/09/2024	INV 44142-IN Waste and Orga...	20-200-52200-0000-1	86.35
Vendor KCPW - County of Kern Public Works Total:					172.70
Vendor: D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK					
D/B/A USABBLUEBOOK	INV 00482483	10/01/2024	INV 00482483 Magnetomatic ...	30-500-56410-0000-1	95.28
Vendor D/B/A USABBLUEBOOK - D/B/A USABBLUEBOOK Total:					95.28
Vendor: Daniels Tire Service - Daniels Tire Service					
Daniels Tire Service	Inv. 240178488	05/30/2024	Inv. 240178488 1 Tire # 39	01-150-56600-0000-1	189.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Daniels Tire Service	Inv. 240180881	10/09/2024	Inv. 240180881 1 Tire # 53	01-150-56600-0000-1	192.59
Vendor Daniels Tire Service - Daniels Tire Service Total:					382.48
Vendor: Data Ticket, Inc - Data Ticket, Inc					
Data Ticket, Inc	Inv. 170141	10/01/2024	Inv. 170141 - Citation Processi...	01-155-56000-0000-1	100.00
Vendor Data Ticket, Inc - Data Ticket, Inc Total:					100.00
Vendor: De Lage Landen - De Lage Landen Financial Services Inc					
De Lage Landen Financial Serv...	INV 82552324	05/22/2024	INV 82552324 06/01/2024 50...	01-130-52200-0000-1	117.99
Vendor De Lage Landen - De Lage Landen Financial Services Inc Total:					117.99
Vendor: Department of Ca. - Department of California Highway Patrol					
Department of California Hig...	INV0028062	10/01/2024	GVVP Inspection Application ...	34-520-56000-0000-1	100.00
Vendor Department of Ca. - Department of California Highway Patrol Total:					100.00
Vendor: DOM Solar - DOM Solar Lessor LTD.					
DOM Solar Lessor LTD.	INV 33970979	10/01/2024	INV 33970979 July 24 Monthly...	32-510-58000-0000-1	6,772.80
DOM Solar Lessor LTD.	INV 34532077	10/01/2024	INV 34532077 August 2024 M...	32-510-58000-0000-1	13,048.36
Vendor DOM Solar - DOM Solar Lessor LTD. Total:					19,821.16
Vendor: EDD - EDD					
EDD	INV0028068	10/03/2024	SDI - State Disability Insurance	01-22200-0000-1	42.41
EDD	INV0028097	10/03/2024	State Income Tax Withholding	01-22200-0000-1	977.33
EDD	INV0028097	10/03/2024	State Income Tax Withholding	20-22200-0000-1	37.18
EDD	INV0028097	10/03/2024	State Income Tax Withholding	30-22200-0000-1	748.29
EDD	INV0028097	10/03/2024	State Income Tax Withholding	31-22200-0000-1	248.73
EDD	INV0028097	10/03/2024	State Income Tax Withholding	32-22200-0000-1	611.49
EDD	INV0028097	10/03/2024	State Income Tax Withholding	34-22200-0000-1	25.19
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	01-22200-0000-1	379.64
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	20-22200-0000-1	41.25
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	30-22200-0000-1	265.47
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	31-22200-0000-1	94.05
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	32-22200-0000-1	258.04
EDD	INV0028098	10/03/2024	SDI - State Disability Insurance	34-22200-0000-1	19.62
EDD	INV0028099	10/03/2024	State Unemployment Insuran...	01-22250-0000-1	47.80
EDD	INV0028099	10/03/2024	State Unemployment Insuran...	20-22250-0000-1	0.53
EDD	INV0028100	10/03/2024	Employment Training Tax	01-22275-0000-1	1.02
EDD	INV0028100	10/03/2024	Employment Training Tax	20-22275-0000-1	0.01
EDD	INV0028131	10/03/2024	State Income Tax Withholding	01-22200-0000-1	3,222.83
EDD	INV0028131	10/03/2024	State Income Tax Withholding	30-22200-0000-1	6.49
EDD	INV0028131	10/03/2024	State Income Tax Withholding	32-22200-0000-1	6.46
EDD	INV0028132	10/03/2024	SDI - State Disability Insurance	01-22200-0000-1	934.90
EDD	INV0028132	10/03/2024	SDI - State Disability Insurance	30-22200-0000-1	1.84
EDD	INV0028132	10/03/2024	SDI - State Disability Insurance	32-22200-0000-1	1.82
EDD	INV0028133	10/03/2024	State Unemployment Insuran...	01-22250-0000-1	30.94
EDD	INV0028134	10/03/2024	Employment Training Tax	01-22275-0000-1	0.66
Vendor EDD - EDD Total:					8,003.99
Vendor: Edison - Edison					
Edison	INV0028140	10/09/2024	Late Fees	01-180-58100-0000-1	24.30
Edison	INV0028140	10/09/2024	700091551977	01-180-58100-0000-1	13.95
Edison	INV0028140	10/09/2024	700669486061	01-180-58100-0000-1	2,052.55
Edison	INV0028140	10/09/2024	700326486684	01-180-58100-0000-1	80.81
Edison	INV0028140	10/09/2024	700599695773	01-180-58100-0000-1	113.51
Edison	INV0028140	10/09/2024	700539630040	01-180-58100-0000-1	1,629.83
Edison	INV0028140	10/09/2024	700671762228	01-180-58100-0000-1	31.66
Edison	INV0028140	10/09/2024	700457158822	01-180-58100-0000-1	484.77
Edison	INV0028140	10/09/2024	700494850594	30-500-58000-0000-1	87.37
Edison	INV0028140	10/09/2024	Late Fees	30-500-58000-0000-1	0.44
Edison	INV0028140	10/09/2024	700468456995	32-510-58000-0000-1	3,221.51
Vendor Edison - Edison Total:					7,740.70
Vendor: EFTPS - Electronic Federal Tax Payment System					
Electronic Federal Tax Paymen...	INV0028066	10/03/2024	Federal Income Tax Withholdi...	01-22050-0000-1	120.00
Electronic Federal Tax Paymen...	INV0028067	10/03/2024	Social Security	01-22100-0000-1	477.92

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Electronic Federal Tax Paymen...	INV0028069	10/03/2024	Medicare	01-22150-0000-1	111.80
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	01-22050-0000-1	2,519.90
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	20-22050-0000-1	119.28
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	30-22050-0000-1	1,502.98
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	31-22050-0000-1	540.32
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	32-22050-0000-1	1,584.49
Electronic Federal Tax Paymen...	INV0028095	10/03/2024	Federal Income Tax Withholdi...	34-22050-0000-1	114.03
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	01-22100-0000-1	4,279.60
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	20-22100-0000-1	465.14
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	30-22100-0000-1	2,992.56
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	31-22100-0000-1	1,060.10
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	32-22100-0000-1	2,908.90
Electronic Federal Tax Paymen...	INV0028096	10/03/2024	Social Security	34-22100-0000-1	221.16
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	01-22150-0000-1	1,000.86
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	20-22150-0000-1	108.78
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	30-22150-0000-1	699.90
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	31-22150-0000-1	247.96
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	32-22150-0000-1	680.30
Electronic Federal Tax Paymen...	INV0028101	10/03/2024	Medicare	34-22150-0000-1	51.72
Electronic Federal Tax Paymen...	INV0028129	10/03/2024	Federal Income Tax Withholdi...	01-22050-0000-1	7,522.95
Electronic Federal Tax Paymen...	INV0028129	10/03/2024	Federal Income Tax Withholdi...	30-22050-0000-1	15.65
Electronic Federal Tax Paymen...	INV0028129	10/03/2024	Federal Income Tax Withholdi...	32-22050-0000-1	15.66
Electronic Federal Tax Paymen...	INV0028130	10/03/2024	Social Security	01-22100-0000-1	10,662.46
Electronic Federal Tax Paymen...	INV0028130	10/03/2024	Social Security	30-22100-0000-1	20.76
Electronic Federal Tax Paymen...	INV0028130	10/03/2024	Social Security	32-22100-0000-1	20.74
Electronic Federal Tax Paymen...	INV0028135	10/03/2024	Medicare	01-22150-0000-1	2,493.62
Electronic Federal Tax Paymen...	INV0028135	10/03/2024	Medicare	30-22150-0000-1	4.86
Electronic Federal Tax Paymen...	INV0028135	10/03/2024	Medicare	32-22150-0000-1	4.82
Vendor EFTPS - Electronic Federal Tax Payment System Total:					42,569.22

Vendor: ELO&SONS - ELO & SONS ELECTRIC INC.

ELO & SONS ELECTRIC INC.	BP24-0176	10/09/2024	BP24-0176 Deposit/Refund A...	01-160-41500-0000-1	116.55
ELO & SONS ELECTRIC INC.	BP24-0176	10/09/2024	BP24-0176 Deposit/Refund A...	01-160-41505-0000-1	5.75
ELO & SONS ELECTRIC INC.	BP24-0176	10/09/2024	BP24-0176 Deposit/Refund A...	01-160-41510-0000-1	5.75
ELO & SONS ELECTRIC INC.	BP24-0176	10/09/2024	BP24-0176 Deposit/Refund A...	01-160-41515-0000-1	5.75
Vendor ELO&SONS - ELO & SONS ELECTRIC INC. Total:					133.80

Vendor: EWING - Ewing Irrigation Products Inc.

Ewing Irrigation Products Inc.	Order Receipt013534560	10/09/2024	Order Receipt013534560 LLM...	20-200-56700-0000-1	164.02
Vendor EWING - Ewing Irrigation Products Inc. Total:					164.02

Vendor: Court-Ordered Debt C - Franchise Tax Board

Franchise Tax Board	INV0028094	10/03/2024	JK-348-6361 CD-9246-93088	01-22350-0000-1	77.68
Vendor Court-Ordered Debt C - Franchise Tax Board Total:					77.68

Vendor: Fresno Neon - Fresno Neon Sign Co., Inc.

Fresno Neon Sign Co., Inc.	INV 35663	10/01/2024	INV 35663 New LED Panels at ...	01-185-56400-0000-1	2,584.09
Vendor Fresno Neon - Fresno Neon Sign Co., Inc. Total:					2,584.09

Vendor: Frontier - Frontier California Inc.

Frontier California Inc.	INV0028138	10/09/2024	Frontier Sept 24 5301982194...	32-510-57800-0000-1	114.80
Vendor Frontier - Frontier California Inc. Total:					114.80

Vendor: Gabriela Bravo - Gabriela Bravo

Gabriela Bravo	Inv00160	10/09/2024	Inv00160 Gabriela Bravo-Inter...	01-105-52200-0000-1	300.00
Vendor Gabriela Bravo - Gabriela Bravo Total:					300.00

Vendor: Granite Auto Parts I - Granite Auto Parts Inc

Granite Auto Parts Inc	INV 381803	10/01/2024	INV 381803 Lagoon 1 Emerge...	30-500-56000-7820-1	223.42
Granite Auto Parts Inc	INV 847059	10/01/2024	INV 847059 Replacement of O...	01-180-57400-0000-1	734.46
Granite Auto Parts Inc	INV 847059	10/01/2024	INV 847059 Replacement of O...	20-200-57400-0000-1	734.46
Granite Auto Parts Inc	INV 848451	10/01/2024	INV 848451 Nylon Rope	32-510-56600-0000-1	25.97
Granite Auto Parts Inc	INV 848594	10/01/2024	INV 848594 WW Filters	30-500-56600-0000-1	274.36
Granite Auto Parts Inc	INV 848601	10/01/2024	INV 848601 Filters, Fuel Nozzle..	30-500-56430-0000-1	329.59
Granite Auto Parts Inc	INV 848716	10/01/2024	INV 848716 Water Vehicle Re...	32-510-56600-0000-1	6.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Granite Auto Parts Inc	INV 848722	10/01/2024	INV 848722 Lagoon 1 Emerge...	30-500-56000-7820-1	55.20
Granite Auto Parts Inc	INV 848734	10/01/2024	INV 848734 Water Dept. Vehi...	32-510-56600-0000-1	14.68
Granite Auto Parts Inc	INV 848774	10/01/2024	INV 848774 Street Brushing	01-180-57400-0000-1	6.77
Granite Auto Parts Inc	INV 848794	10/01/2024	INV 848794 Streets Maintena...	01-180-56410-0000-1	210.96
Granite Auto Parts Inc	INV 848837	10/09/2024	INV 848837 Streets Dept. Mai...	01-180-56410-0000-1	168.86
Granite Auto Parts Inc	INV 848934	10/09/2024	INV 848934 Streets Dept. Vehi...	01-180-56600-0000-1	117.43
Granite Auto Parts Inc	INV 848950	10/09/2024	INV 848950 WWTP Repair and...	30-500-56410-0000-1	64.58
Granite Auto Parts Inc	INV 849029	10/09/2024	INV 849029 Hose Clump for G...	32-510-56410-0000-1	2.48

Vendor Granite Auto Parts I - Granite Auto Parts Inc Total: **2,969.90**

Vendor: Gregs Petroleum - Gregs Petroleum

Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-105-54000-0000-1	0.08
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-110-54000-0000-1	0.40
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-111-54000-0000-1	0.08
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-115-54000-0000-1	0.08
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-140-54000-0000-1	0.13
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-150-54000-0000-1	30.05
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-155-54000-0000-1	1.20
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-160-54000-0000-1	0.40
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-165-54000-0000-1	0.60
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-175-54000-0000-1	0.04
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	01-180-54000-0000-1	4.81
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	20-200-54000-0000-1	1.60
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	30-500-54000-0000-1	3.00
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	32-510-54000-0000-1	1.20
Gregs Petroleum	INV 435681	10/09/2024	INV 435681 Finance Charge 1/...	34-520-54000-0000-1	2.41
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-105-54000-0000-1	0.30
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-110-54000-0000-1	1.53
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-111-54000-0000-1	0.30
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-115-54000-0000-1	0.32
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-140-54000-0000-1	0.49
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-150-54000-0000-1	114.52
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-155-54000-0000-1	4.57
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-160-54000-0000-1	1.53
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-165-54000-0000-1	2.28
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-175-54000-0000-1	0.16
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	01-180-54000-0000-1	18.34
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	20-200-54000-0000-1	6.10
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	30-500-54000-0000-1	11.45
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	32-510-54000-0000-1	4.58
Gregs Petroleum	INV 441136	10/09/2024	INV 441136 Finance Charge 2/...	34-520-54000-0000-1	9.19

Vendor Gregs Petroleum - Gregs Petroleum Total: **221.74**

Vendor: Haaker Equipment Co. - Haaker Equipment Co.

Haaker Equipment Co.	InvoiceW5A0N3	10/01/2024	DOC Service InvoiceW5A0N3 ...	01-180-56440-0000-1	1,567.99
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Vendor Haaker Equipment Co. - Haaker Equipment Co. Total: **1,567.99**

Vendor: Hodges - Hodges Law Group

Hodges Law Group	INV 00590	10/02/2024	INV 00590 Communtiy Develo...	01-130-56100-0000-1	1,162.00
Hodges Law Group	INV 00590	10/02/2024	INV 00590 City Council Legal S...	01-130-56100-0000-1	1,292.00
Hodges Law Group	INV 00590	10/02/2024	INV 00590 Public Works Legal ...	01-130-56100-0000-1	320.00
Hodges Law Group	INV 00590	10/02/2024	INV 00590 Human Services Le...	01-130-56100-0000-1	3,965.00
Hodges Law Group	INV 00590	10/02/2024	INV 00590 Administration Leg...	01-130-56100-0000-1	2,731.50
Hodges Law Group	INV 00590	10/02/2024	INV 00590 Finance Legal Servi...	01-130-56100-0000-1	2,629.00

Vendor Hodges - Hodges Law Group Total: **12,099.50**

Vendor: hoffmeyer company - Hoffmeyer Company Inc

Hoffmeyer Company Inc	Order 1074371	10/01/2024	Order 1074371 Site Glass Valv...	32-510-57400-0000-1	4,663.41
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Vendor hoffmeyer company - Hoffmeyer Company Inc Total: **4,663.41**

Vendor: Home Depot - Home Depot

Home Depot	INV 2093623	10/01/2024	INV 2093623 WWTP Equipme...	30-500-56410-0000-1	450.04
Home Depot	INV 2971856	10/01/2024	INV 2971856 WWTP Mainten...	30-500-56410-0000-1	233.37
Home Depot	INV 4093480	10/01/2024	INV 4093480 WWTP Equipme...	30-500-56410-0000-1	128.82

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Home Depot	INV 1592322	10/09/2024	INV 1592322 Street Dept. Veh...	01-180-56600-0000-1	842.08
Home Depot	INV 2034646	10/09/2024	INV 2034646 Water Dept Mai...	32-510-56410-0000-1	42.10
Home Depot	INV 2970253	10/09/2024	INV 2970253 Water Dept. Mai...	32-510-56410-0000-1	69.51
Home Depot	INV 3970619	10/09/2024	INV 3970619 Streets Dept Ma...	01-180-56410-0000-1	156.96
Home Depot	INV 4970563	10/09/2024	INV 4970563 Streets Dept. Equ...	01-180-56410-0000-1	88.49
Home Depot	INV 4971042	10/09/2024	INV 4971042 Water Dept. Mai...	32-510-56410-0000-1	257.05
Home Depot	INV 530329	10/09/2024	INV 530329 Street Departmen...	01-180-57400-0000-1	127.79
Vendor Home Depot - Home Depot Total:					2,396.21

Vendor: INFOSEND, INC - INFOSEND, INC

INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Con...	30-500-52200-0000-1	266.38
INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Pos...	30-500-55600-0000-1	825.56
INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Con...	31-505-52200-0000-1	266.38
INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Pos...	31-505-55600-0000-1	825.56
INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Con...	32-510-52200-0000-1	267.18
INFOSEND, INC	INV 272025	10/09/2024	INV 272025 October 2024 Pos...	32-510-55600-0000-1	828.05
Vendor INFOSEND, INC - INFOSEND, INC Total:					3,279.11

Vendor: Interwest Consulting - Interwest Consulting Group, Inc

Interwest Consulting Group, I...	INV 782645	10/01/2024	INV 782645 Hourly Plan Revie...	01-160-51400-0000-1	1,260.00
Vendor Interwest Consulting - Interwest Consulting Group, Inc Total:					1,260.00

Vendor: Irrigation Concepts - Irrigation Concepts

Irrigation Concepts	INV 49290	10/01/2024	INV 49290 Water Department...	32-510-56410-0000-1	10.57
Irrigation Concepts	INV 49315	10/01/2024	INV 49315 Lagoon 1 Emergen...	30-500-56000-7820-1	2,000.00
Irrigation Concepts	INV 49344	10/01/2024	INV 49344 Lagoon 1 Emergen...	30-500-56000-7820-1	43.57
Irrigation Concepts	INV 49350	10/01/2024	INV 49350 Lagoon 1 Emergen...	30-500-56000-7820-1	228.73
Vendor Irrigation Concepts - Irrigation Concepts Total:					2,282.87

Vendor: Jim Burke - Jim Burke

Jim Burke	Inv.261573	10/01/2024	Inv.261573 Unit 51 Oil Change...	01-150-56600-0000-1	199.65
Jim Burke	Inv.757883	10/01/2024	Inv.757883 Unit 50 Oil Change...	01-150-56600-0000-1	98.47
Vendor Jim Burke - Jim Burke Total:					298.12

Vendor: JM PIPELINE - JM PIPELINE CONSTRUCTION, INC

JM PIPELINE CONSTRUCTION, ...	JM Pipeline 09.20.24	10/11/2024	Lagoon 1 Emergency JM Pipeli...	30-500-56000-7820-1	13,100.77
Vendor JM PIPELINE - JM PIPELINE CONSTRUCTION, INC Total:					13,100.77

Vendor: John Hancock - John Hancock

John Hancock	INV0028070	10/03/2024	401K - Employer	01-20800-0000-1	1,978.77
John Hancock	INV0028070	10/03/2024	401K - Employer	20-20800-0000-1	47.82
John Hancock	INV0028070	10/03/2024	401K - Employer	30-20800-0000-1	1,902.51
John Hancock	INV0028070	10/03/2024	401K - Employer	31-20800-0000-1	844.30
John Hancock	INV0028070	10/03/2024	401K - Employer	32-20800-0000-1	1,922.81
John Hancock	INV0028071	10/03/2024	401K - Employee	01-20800-0000-1	603.78
John Hancock	INV0028071	10/03/2024	401K - Employee	20-20800-0000-1	98.64
John Hancock	INV0028071	10/03/2024	401K - Employee	30-20800-0000-1	495.19
John Hancock	INV0028071	10/03/2024	401K - Employee	31-20800-0000-1	269.48
John Hancock	INV0028071	10/03/2024	401K - Employee	32-20800-0000-1	627.55
John Hancock	INV0028072	10/03/2024	401K - Employer	20-20800-0000-1	313.36
John Hancock	INV0028079	10/03/2024	401K Loan 2	01-20800-0000-1	2.98
John Hancock	INV0028079	10/03/2024	401K Loan 2	30-20800-0000-1	4.47
John Hancock	INV0028079	10/03/2024	401K Loan 2	32-20800-0000-1	4.46
John Hancock	INV0028080	10/03/2024	401K Loan 4	34-20800-0000-1	75.00
John Hancock	INV0028081	10/03/2024	401K Loan 5	34-20800-0000-1	69.21
John Hancock	INV0028082	10/03/2024	401K Loan 4	01-20800-0000-1	145.49
John Hancock	INV0028082	10/03/2024	401K Loan 4	20-20800-0000-1	4.51
John Hancock	INV0028083	10/03/2024	401K Loan 4	01-20800-0000-1	51.07
John Hancock	INV0028083	10/03/2024	401K Loan 4	20-20800-0000-1	1.58
John Hancock	INV0028084	10/03/2024	401k Contribution	01-20800-0000-1	256.48
John Hancock	INV0028085	10/03/2024	401k Contribution	01-20800-0000-1	494.89
John Hancock	INV0028086	10/03/2024	401k Contribution	01-20800-0000-1	236.76
John Hancock	INV0028086	10/03/2024	401k Contribution	20-20800-0000-1	7.32
John Hancock	INV0028087	10/03/2024	401k Contribution	01-20800-0000-1	128.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
John Hancock	INV0028087	10/03/2024	401k Contribution	30-20800-0000-1	193.28
John Hancock	INV0028087	10/03/2024	401k Contribution	32-20800-0000-1	193.26
John Hancock	INV0028088	10/03/2024	401k Contribution	34-20800-0000-1	177.12
John Hancock	INV0028089	10/03/2024	401k Contribution	01-20800-0000-1	232.32
John Hancock	INV0028102	10/03/2024	401K - Employer	01-20800-0000-1	4,569.36
John Hancock	INV0028102	10/03/2024	401K - Employer	30-20800-0000-1	16.08
John Hancock	INV0028102	10/03/2024	401K - Employer	32-20800-0000-1	16.05
John Hancock	INV0028103	10/03/2024	401K - Employee	01-20800-0000-1	3,608.74
John Hancock	INV0028111	10/03/2024	401K Loan 1	01-20800-0000-1	89.29
John Hancock	INV0028112	10/03/2024	401K Loan 1	01-20800-0000-1	112.59
John Hancock	INV0028113	10/03/2024	401K Loan 1	01-20800-0000-1	109.43
John Hancock	INV0028114	10/03/2024	401K Loan 1	01-20800-0000-1	256.31
John Hancock	INV0028115	10/03/2024	401k Contribution	01-20800-0000-1	312.75
John Hancock	INV0028116	10/03/2024	401k Contribution	01-20800-0000-1	354.67
John Hancock	INV0028117	10/03/2024	401k Contribution	01-20800-0000-1	184.70
John Hancock	INV0028118	10/03/2024	401k Contribution	01-20800-0000-1	304.67
John Hancock	INV0028119	10/03/2024	401k Contribution	01-20800-0000-1	265.76
John Hancock	INV0028120	10/03/2024	401k Contribution	01-20800-0000-1	653.84
John Hancock	INV0028121	10/03/2024	401k Contribution	01-20800-0000-1	286.08
John Hancock	INV0028122	10/03/2024	401k Contribution	01-20800-0000-1	800.15
John Hancock	INV0028123	10/03/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028124	10/03/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028125	10/03/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028126	10/03/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	INV0028127	10/03/2024	401K Contribution	01-20800-0000-1	400.00
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-105-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-110-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-111-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-112-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-115-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-140-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-150-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-155-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-160-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-165-50400-0000-1	90.68
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-175-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-180-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	01-190-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	20-200-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	30-500-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	31-505-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	32-510-50400-0000-1	90.69
John Hancock	John Hancock Quarterly Paym...	10/07/2024	John Hancock Quarterly Paym...	34-520-50400-0000-1	90.69
Vendor John Hancock - John Hancock Total:					26,956.05
Vendor: Jorge's Smog & Repai - Jorge's Smog & Repair					
Jorge's Smog & Repair	INV 020398	10/09/2024	INV 020398 Vehicle Repair Br...	20-200-56700-0000-1	741.01
Jorge's Smog & Repair	INV 020414	10/09/2024	INV 020414 Veh. Repair- Truck...	20-200-56700-0000-1	216.35
Vendor Jorge's Smog & Repai - Jorge's Smog & Repair Total:					957.36
Vendor: J's Plumbing, LLC. - J's Plumbing					
J's Plumbing	INV 13872	10/01/2024	INV 13872 Repair Toilet	30-500-56410-0000-1	886.00
Vendor J's Plumbing, LLC. - J's Plumbing Total:					886.00
Vendor: K.C. Waste - K.C. Waste					
K.C. Waste	INV0028139	10/09/2024	September 2024 Gate Fees	31-505-52800-0000-1	5,603.93
Vendor K.C. Waste - K.C. Waste Total:					5,603.93
Vendor: Kern Data.Com - Kern Data.Com					
Kern Data.Com	INV 20240622	10/09/2024	INV 20240622 Kerndata.com ...	01-140-53200-0000-1	50.00
Kern Data.Com	INV 20240622	10/09/2024	INV 20240622 Kerndata.com ...	01-160-53200-0000-1	50.00
Vendor Kern Data.Com - Kern Data.Com Total:					100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Kern Machinery - Kern Machinery					
Kern Machinery	INV 103-1186299	10/01/2024	INV 103-1186299 Landscape ...	20-200-56700-0000-1	87.98
Vendor Kern Machinery - Kern Machinery Total:					87.98
Vendor: KRC SAFETY CO INC - KRC SAFETY CO INC					
KRC SAFETY CO INC	INV 65295	10/01/2024	INV 65295 School and Pedestr...	01-180-57400-0000-1	1,006.61
Vendor KRC SAFETY CO INC - KRC SAFETY CO INC Total:					1,006.61
Vendor: Mcfarland POA - McFarland Police Officers Association					
McFarland Police Officers Ass...	INV0028109	10/03/2024	Association Dues	01-20200-0000-1	840.00
Vendor Mcfarland POA - McFarland Police Officers Association Total:					840.00
Vendor: MP Environmental Ser - MP Environmental Services, Inc					
MP Environmental Services, Inc	INV 24526352R	10/11/2024	INV 24526352R WW Lagoon 1...	30-500-52910-2527-1	5,835.00
MP Environmental Services, Inc	INV 24526357R	10/11/2024	INV 24526357R WW Lagoon 1...	30-500-52910-2527-1	5,785.00
Vendor MP Environmental Ser - MP Environmental Services, Inc Total:					11,620.00
Vendor: Harbor Freight - Multi Service Technology Solutions, Inc					
Multi Service Technology Solut..	CC #9662 Harbor Freight 09.17..	10/01/2024	CC #9662 Harbor Freight 09.17..	30-500-56410-0000-1	298.60
Multi Service Technology Solut..	CC #9662 Harbor Freight WW...	10/01/2024	CC #9662 Harbor Freight WW...	30-500-56410-0000-1	158.50
Multi Service Technology Solut..	INV d0f8ac38	10/01/2024	INV d0f8ac38 WWTP Mainten...	30-500-56410-0000-1	146.11
Vendor Harbor Freight - Multi Service Technology Solutions, Inc Total:					603.21
Vendor: Munguia - Munguia Heating & Air Conditioning					
Munguia Heating & Air Condit...	INV I-75244-2	10/01/2024	INV I-75244-2 Service Call	01-185-56400-0000-1	155.00
Vendor Munguia - Munguia Heating & Air Conditioning Total:					155.00
Vendor: Office Depot - Office Depot					
Office Depot	Inv. 382834854001	10/01/2024	Inv. 382834854001 HR Office ...	01-112-57200-0000-1	317.13
Office Depot	Inv. 383441416001	10/01/2024	Inv. 383441416001 HR Office ...	01-112-57200-0000-1	17.30
Office Depot	Inv. 383441596001	10/01/2024	Inv. 383441596001 HR Office ...	01-112-57200-0000-1	42.38
Office Depot	INV 382101949001	10/09/2024	INV 382101949001 WWTP Off...	30-500-57200-0000-1	18.86
Office Depot	INV 382295963001	10/09/2024	INV 382295963001 WWTP Sh...	30-500-57200-0000-1	60.74
Office Depot	INV 382295967001	10/09/2024	INV 382295967001 WWTP Off...	30-500-57200-0000-1	29.14
Office Depot	INV 385116820001	10/09/2024	INV 385116820001 Streets Wa..	01-180-57200-0000-1	50.00
Office Depot	INV 385116820001	10/09/2024	INV 385116820001 Streets Wa..	32-510-57200-0000-1	50.00
Office Depot	INV 385116820001	10/09/2024	INV 385116820001 Streets Wa..	34-520-57200-0000-1	12.89
Office Depot	INV 385116994001	10/09/2024	INV 385116994001 Veteran's ...	01-185-56400-0000-1	703.60
Office Depot	INV 385116997001	10/09/2024	INV 385116997001 City Hall F...	01-190-56400-0000-1	48.78
Office Depot	INV 385393951001	10/09/2024	INV 385393951001 Streets Wa..	01-180-57200-0000-1	153.41
Office Depot	INV 385393951001	10/09/2024	INV 385393951001 Streets Wa..	32-510-57200-0000-1	153.41
Office Depot	INV 385393951001	10/09/2024	INV 385393951001 Streets Wa..	34-520-57200-0000-1	76.71
Office Depot	INV 385397776001	10/09/2024	INV 385397776001 Facilities ...	01-190-56400-0000-1	47.76
Office Depot	INV 385397778001	10/09/2024	INV 385397778001 Facility Ma...	01-190-56400-0000-1	40.15
Office Depot	INV 386086212001	10/09/2024	INV 386086212001 Water Op...	32-510-57400-0000-1	27.87
Office Depot	INV 386087227001	10/09/2024	INV 386087227001 Water and...	01-180-57200-0000-1	266.55
Office Depot	INV 386087227001	10/09/2024	INV 386087227001 Water and...	32-510-57200-0000-1	266.56
Office Depot	INV 386836403001	10/09/2024	INV 386836403001 WWTP Off...	30-500-57200-0000-1	200.01
Office Depot	INV 386851013001	10/09/2024	INV 386851013001 WWTP Off...	30-500-57200-0000-1	130.60
Office Depot	INV 386859736001	10/09/2024	INV 386859736001 WWTP Off...	30-500-57200-0000-1	43.29
Office Depot	INV 386859737001	10/09/2024	INV 386859737001 WWTP Off...	30-500-57200-0000-1	16.70
Vendor Office Depot - Office Depot Total:					2,773.84
Vendor: Our Home Town, Inc - Our Home Town, Inc.					
Our Home Town, Inc.	Our Home Town Inc October ...	10/01/2024	Our Home Town Inc October ...	01-130-56000-0000-1	389.88
Vendor Our Home Town, Inc - Our Home Town, Inc. Total:					389.88
Vendor: Pitney Bowes Global - Pitney Bowes Global					
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-105-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-110-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-115-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-130-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-140-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-150-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-155-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-160-55600-0000-1	16.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-165-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	01-175-55600-0000-1	16.33
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	30-500-55600-0000-1	16.35
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	31-505-55600-0000-1	16.35
Pitney Bowes Global	INV 1026094682	10/09/2024	INV 1026094682 Postage Red ...	32-510-55600-0000-1	16.33
Vendor Pitney Bowes Global - Pitney Bowes Global Total:					212.33
Vendor: Pre-Paid Legal - Pre-Paid Legal					
Pre-Paid Legal	INV0027727	08/08/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Pre-Paid Legal	INV0028002	09/19/2024	Pre-Paid Legal	01-22500-0000-1	24.90
Vendor Pre-Paid Legal - Pre-Paid Legal Total:					49.80
Vendor: R & K enterprise - R & K Enterprise					
R & K Enterprise	Inv. 56504	10/01/2024	Inv. 56504 Pet Resort K-9 Khan..	01-150-56000-0000-1	250.00
Vendor R & K enterprise - R & K Enterprise Total:					250.00
Vendor: Raymond's Trophy - Raymond's Trophy					
Raymond's Trophy	Inv. 98290	10/01/2024	Inv. 98290 Certificate Mexican...	01-105-57100-0000-1	42.60
Vendor Raymond's Trophy - Raymond's Trophy Total:					42.60
Vendor: Sandra Fernandez - Sandra Fernandez					
Sandra Fernandez	INV0028064	10/01/2024	Fernandez Rental Deposit Ret...	01-24000-0000-1	350.00
Vendor Sandra Fernandez - Sandra Fernandez Total:					350.00
Vendor: SC SITES Services - SC SITES Services					
SC SITES Services	Inv. 52006	10/09/2024	Inv. 52006 Repeater Rental O...	01-150-52200-0000-1	1,632.00
Vendor SC SITES Services - SC SITES Services Total:					1,632.00
Vendor: Self-Help Enterprise - Self-Help Enterprises					
Self-Help Enterprises	INV MCF20CH Jul-Dec 2023	10/01/2024	INV MCF20CH Jul-Dec 2023	19-215-53100-0000-1	18,488.64
Self-Help Enterprises	INV MCF20CH May22-Jun23	10/01/2024	INV MCF20CH May22-Jun23	19-215-53100-0000-1	3,790.59
Self-Help Enterprises	INV MCFCHPI Jul-24	10/01/2024	INV MCFCHPI Jul-24	19-215-53100-0000-1	447.62
Self-Help Enterprises	INV MCF20CH	10/09/2024	16298 - First Time Homebuyer...	19-215-53100-0000-1	61,100.00
Self-Help Enterprises	INV MCF20CH	10/09/2024	16319 - First Time Homebuyer...	19-215-53100-0000-1	8,166.91
Self-Help Enterprises	INV MCF20CH	10/09/2024	General Administrative Fees	19-215-53100-0000-1	2,164.08
Vendor Self-Help Enterprise - Self-Help Enterprises Total:					94,157.84
Vendor: Shar-Craft Inc. - Shar-Craft Inc.					
Shar-Craft Inc.	INV 70798	10/01/2024	INV 70798 R&R Motor Pump	32-510-56410-0000-1	1,874.37
Shar-Craft Inc.	INV 70815	10/01/2024	INV 70815 Pump Motor	32-510-56400-0000-1	2,165.00
Vendor Shar-Craft Inc. - Shar-Craft Inc. Total:					4,039.37
Vendor: Solar Energy - Solar Energy of America 1 LLC					
Solar Energy of America 1 LLC	INV 34532088	10/01/2024	INV 34532088 September2024..	30-500-58000-0000-1	14,900.38
Vendor Solar Energy - Solar Energy of America 1 LLC Total:					14,900.38
Vendor: SPD - SPD					
SPD	Inv. 3391	10/01/2024	Inv. 3391 Animal Shelter Cano...	01-155-51160-8450-1	866.00
SPD	Inv. 3524	10/09/2024	Inv. 3524 Property Receipt Bo...	01-150-57400-0000-1	454.65
Vendor SPD - SPD Total:					1,320.65
Vendor: Standard Emulsions I - Standard Emulsions Inc					
Standard Emulsions Inc	INV 3759	10/01/2024	INV 3759 Tack Oil Street Repai...	01-180-56500-0000-1	1,066.73
Standard Emulsions Inc	INV 3789	10/01/2024	INV 3789 Tack Oil Street Repai...	01-180-57400-0000-1	1,066.73
Vendor Standard Emulsions I - Standard Emulsions Inc Total:					2,133.46
Vendor: SunRise - SunRise					
SunRise	INV 148362	10/01/2024	INV 148362 Cleaning Supplies ...	01-180-57400-0000-1	287.17
SunRise	INV 148362	10/01/2024	INV 148362 Cleaning Supplies ...	200-200-57400-0000-1	287.16
SunRise	INV 148362	10/01/2024	INV 148362 Cleaning Supplies ...	30-500-57400-0000-1	287.17
SunRise	INV 148362	10/01/2024	INV 148362 Cleaning Supplies ...	32-510-57400-0000-1	287.17
Vendor SunRise - SunRise Total:					1,148.67
Vendor: Bakersfield Cal. - The Bakersfield Californian					
The Bakersfield Californian	INV 372989	10/01/2024	INV 372989 Newspaper Ad Sea...	25-000-52960-2401-1	331.46
The Bakersfield Californian	INV 372989	10/01/2024	INV 372989 Newspaper Ad Sea...	25-000-52960-2402-1	331.46
The Bakersfield Californian	INV 376265	10/09/2024	INV 376265 Newspaper Ad W....	25-000-52960-2302-1	801.48
Vendor Bakersfield Cal. - The Bakersfield Californian Total:					1,464.40

Expense Approval Report

Payment Dates: 9/28/2024 - 10/11/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Torpedo - Torpedo Pest Control					
Torpedo Pest Control	INV 1764	10/01/2024	INV 1764 City Hall Monthly Pe...	01-180-52200-0000-1	100.00
Torpedo Pest Control	INV 1764	10/01/2024	INV 1764 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Torpedo Pest Control	INV 1862	10/01/2024	INV 1862 General Pest Service...	30-500-52200-0000-1	170.00
Torpedo Pest Control	INV 1928	10/01/2024	INV 1928 City Hall Monthly Pe...	01-180-52200-0000-1	100.00
Torpedo Pest Control	INV 1928	10/01/2024	INV 1928 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Torpedo Pest Control	INV 2123	10/09/2024	INV 2123 City Hall Monthly Pe...	01-180-52200-0000-1	100.00
Torpedo Pest Control	INV 2123	10/09/2024	INV 2123 City Hall Monthly Pe...	01-190-52200-0000-1	100.00
Vendor Torpedo - Torpedo Pest Control Total:					770.00
Vendor: ULINE - ULINE					
ULINE	INV 183271084	10/09/2024	INV 183271084 WWTP Maint...	30-500-56410-0000-1	195.83
Vendor ULINE - ULINE Total:					195.83
Vendor: ultrex management - Ultrex Management Services LLC					
Ultrex Management Services L...	Inv. 4180663	10/09/2024	Inv. 4180663 CN35796-01 (Di...	01-150-52200-0000-1	54.16
Vendor ultrex management - Ultrex Management Services LLC Total:					54.16
Vendor: UNWIREDBROADBAND - unWired Broadband LLC					
unWired Broadband LLC	INV02136265	10/09/2024	INV02136265 Internet Monthl...	01-155-57800-0000-1	144.99
unWired Broadband LLC	INV02136265	10/09/2024	INV02136265 Internet Monthl...	30-500-57800-0000-1	145.00
Vendor UNWIREDBROADBAND - unWired Broadband LLC Total:					289.99
Vendor: US Bank - US Bank Trust Company National Association					
US Bank Trust Company Natio...	US Bank Bond 2023 Series C D...	10/10/2024	In 247832000 Bond2023 Serie...	30-500-56000-0000-1	1,500.00
US Bank Trust Company Natio...	US Bank Bond 2023 Series C D...	10/10/2024	In 247832000 Bond2023 Serie...	32-510-56000-0000-1	1,500.00
Vendor US Bank - US Bank Trust Company National Association Total:					3,000.00
Vendor: Verizon Business - Verizon Business					
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-105-57800-0000-1	219.66
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-115-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-140-57800-0000-1	25.15
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-160-57800-0000-1	8.38
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	01-165-57800-0000-1	8.38
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	30-500-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	31-505-57800-0000-1	12.57
Verizon Business	INV 9971342759	08/28/2024	INV 9971342759 Jul 24 City M...	32-510-57800-0000-1	4.20
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-105-57800-0000-1	219.82
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-115-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-140-57800-0000-1	25.16
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-160-57800-0000-1	8.39
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	01-165-57800-0000-1	8.39
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	30-500-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	31-505-57800-0000-1	12.58
Verizon Business	INV 9973745574	09/23/2024	INV 9973745574 Aug 24 City T...	32-510-57800-0000-1	4.20
Vendor Verizon Business - Verizon Business Total:					607.18
Vendor: waterworkforce - WaterWorkforce Inc					
WaterWorkforce Inc	INV 1210	10/01/2024	INV 1210 RO System Trailer R...	32-510-53800-0000-1	80,859.45
WaterWorkforce Inc	INV 1216	10/01/2024	INV 1216 WaterWorkforce	30-500-56000-7820-1	4,182.50
WaterWorkforce Inc	INV 1216	10/01/2024	INV 1216 WaterWorkforce	32-510-56000-0000-1	4,182.50
Vendor waterworkforce - WaterWorkforce Inc Total:					89,224.45
Vendor: wex bank - Wex Bank					
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-105-52200-0000-1	2.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-105-52200-0000-1	2.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-112-53200-0000-1	2.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-115-52200-0000-1	4.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-140-52200-0000-1	2.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-150-52200-0000-1	66.93
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-150-52200-0000-1	368.74
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-150-54000-0000-1	1,717.42
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-155-54000-0000-1	2.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-180-52200-0000-1	8.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	01-180-54000-0000-1	168.82

Expense Approval Report

Payment Dates: 9/28/2024 - 10/11/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	30-500-52200-0000-1	4.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	30-500-54000-0000-1	143.22
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	32-510-52200-0000-1	6.00
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	32-510-54000-0000-1	580.89
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	32-510-55600-0000-1	35.50
Wex Bank	Wex Bank September 2024	09/30/2024	Inv. 99822740 Wex Fleet Servi...	34-520-54000-0000-1	2.00
Vendor wex bank - Wex Bank Total:					3,115.52
Grand Total:					494,228.41

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	115,971.91
19 - HCD - CALHOME 8239 - 2012	94,157.84
20 - LIGHTING & LANDSCAPING-DISTRICT 1	3,758.73
25 - CAPITAL IMPROVEMENTS PROJECTS	45,090.65
30 - SEWER	75,060.57
31 - REFUSE/RECYCLING	12,752.87
32 - WATER	144,449.47
34 - PUBLIC TRANSPORTATION	2,986.37
Grand Total:	494,228.41

Account Summary

Account Number	Account Name	Payment Amount
01-105-50400-0000-1	Retirement (401K)	90.68
01-105-52200-0000-1	Contract Services	304.00
01-105-54000-0000-1	Fuel	0.38
01-105-55600-0000-1	Postage	16.33
01-105-57100-0000-1	Special Activities	42.60
01-105-57800-0000-1	Telephone & Communic...	439.48
01-110-50400-0000-1	Retirement (401K)	90.68
01-110-54000-0000-1	Fuel	1.93
01-110-55600-0000-1	Postage	16.33
01-111-50400-0000-1	Retirement (401K)	90.68
01-111-54000-0000-1	Fuel	0.38
01-111-56000-0000-1	Professional Services - O...	96.00
01-112-50400-0000-1	Retirement (401K)	90.68
01-112-53200-0000-1	Dues & Subscriptions	2.00
01-112-57200-0000-1	Supplies - Office	376.81
01-115-50400-0000-1	Retirement (401K)	90.68
01-115-52200-0000-1	Contract Services	4.00
01-115-52930-2520-1	Hardware/Software (Cap...	5,456.73
01-115-54000-0000-1	Fuel	0.40
01-115-55600-0000-1	Postage	16.33
01-115-57800-0000-1	Telephone & Communic...	25.15
01-130-51200-0000-1	Bank Charges	136.58
01-130-52200-0000-1	Contract Services	117.99
01-130-55600-0000-1	Postage	16.33
01-130-56000-0000-1	Professional Services - O...	581.88
01-130-56050-0000-1	Accounting/Auditing Ser...	5,200.00
01-130-56100-0000-1	Legal Services	12,099.50
01-140-50400-0000-1	Retirement (401K)	90.68
01-140-52200-0000-1	Contract Services	2.00
01-140-53200-0000-1	Dues & Subscriptions	50.00
01-140-54000-0000-1	Fuel	0.62
01-140-55600-0000-1	Postage	16.33
01-140-57800-0000-1	Telephone & Communic...	50.31
01-150-50400-0000-1	Retirement (401K)	90.68
01-150-52010-0000-1	Conference/Meeting/Tr...	1,627.70
01-150-52200-0000-1	Contract Services	2,163.23
01-150-54000-0000-1	Fuel	1,887.00
01-150-55600-0000-1	Postage	16.33
01-150-56000-0000-1	Professional Services - O...	1,062.23
01-150-56600-0000-1	Repairs & Maintenance -...	680.60
01-150-57200-0000-1	Supplies - Office	134.73
01-150-57400-0000-1	Supplies - Operating	454.65
01-155-50400-0000-1	Retirement (401K)	90.68
01-155-51160-8450-1	Spay and Neuter Fees	866.00
01-155-54000-0000-1	Fuel	7.77

Account Summary

Account Number	Account Name	Payment Amount
01-155-55600-0000-1	Postage	16.33
01-155-56000-0000-1	Professional Services - O...	164.00
01-155-57800-0000-1	Telephone & Communic...	144.99
01-160-41500-0000-1	Building Permits	116.55
01-160-41505-0000-1	Technology Fee	5.75
01-160-41510-0000-1	Training Fee	5.75
01-160-41515-0000-1	Building - GP Maintenanc...	5.75
01-160-50400-0000-1	Retirement (401K)	90.68
01-160-51400-0000-1	Building Plan Check/Ins...	1,260.00
01-160-53200-0000-1	Dues & Subscriptions	50.00
01-160-54000-0000-1	Fuel	1.93
01-160-55600-0000-1	Postage	16.33
01-160-57800-0000-1	Telephone & Communic...	16.77
01-165-50400-0000-1	Retirement (401K)	90.68
01-165-54000-0000-1	Fuel	2.88
01-165-55600-0000-1	Postage	16.33
01-165-57200-0000-1	Supplies - Office	46.78
01-165-57800-0000-1	Telephone & Communic...	16.77
01-175-50400-0000-1	Retirement (401K)	90.69
01-175-54000-0000-1	Fuel	0.20
01-175-55600-0000-1	Postage	16.33
01-180-50400-0000-1	Retirement (401K)	90.69
01-180-51800-0000-1	Clothing Allowance	518.18
01-180-52200-0000-1	Contract Services	394.35
01-180-54000-0000-1	Fuel	191.97
01-180-56000-0000-1	Professional Services - O...	32.00
01-180-56410-0000-1	Repairs & Maintenance ...	855.87
01-180-56440-0000-1	Repairs & Maintenance...	1,567.99
01-180-56500-0000-1	Repairs/Maintenance St...	1,066.73
01-180-56600-0000-1	Repairs/Maintenance - ...	959.51
01-180-57200-0000-1	Supplies - Office	469.96
01-180-57400-0000-1	Supplies - Operating	3,229.53
01-180-58100-0000-1	Street Lighting	4,431.38
01-185-56400-0000-1	Repairs & Maint - Build &..	3,442.69
01-190-50400-0000-1	Retirement (401K)	90.69
01-190-52200-0000-1	Contract Services	300.00
01-190-56400-0000-1	Repairs & Maint - Build &..	136.69
01-190-57400-0000-1	Supplies - Operating	755.79
01-20200-0000-1	Accounts Payable	840.00
01-20800-0000-1	Pension Payable	18,039.73
01-22050-0000-1	Federal Withholding Pay...	10,162.85
01-22100-0000-1	FICA Payable	15,419.98
01-22150-0000-1	Medicare Payable	3,606.28
01-22200-0000-1	State Withholding Payab...	5,557.11
01-22250-0000-1	SUTA Payable	78.74
01-22275-0000-1	ETT Payable	1.68
01-22350-0000-1	Garnishments	318.14
01-22500-0000-1	Pre-Paid Legal	49.80
01-22600-0000-1	Health FSA	27.93
01-22700-0000-1	Disability LTD	177.74
01-22800-0000-1	Accident	19.34
01-22900-0000-1	Life	95.48
01-22950-0000-1	Cancer-American Fidelity	15.27
01-24000-0000-1	Deposits	350.00
01-310-52200-0000-1	Contract Services	5,806.26
19-215-53100-0000-1	Grant Expenditures	94,157.84
20-200-50400-0000-1	Retirement	90.69
20-200-51800-0000-1	Clothing Allowance	91.28

Account Summary

Account Number	Account Name	Payment Amount
20-200-52200-0000-1	Contract Services	86.35
20-200-54000-0000-1	Fuel	7.70
20-200-56700-0000-1	Repairs & Maintenance -...	1,209.36
20-200-57400-0000-1	Supplies - Operating	1,021.62
20-20800-0000-1	Pension Payable	473.23
20-22050-0000-1	Federal Withholding Pay...	119.28
20-22100-0000-1	FICA Payable	465.14
20-22150-0000-1	Medicare Payable	108.78
20-22200-0000-1	State Withholding Payab...	78.43
20-22250-0000-1	SUTA Payable	0.53
20-22275-0000-1	ETT Payable	0.01
20-22900-0000-1	Life	6.33
25-000-52960-2302-1	Street & Roads (Capital) -..	2,516.48
25-000-52960-2305-1	Street & Roads (Capital) -..	257.50
25-000-52960-2401-1	Street & Roads (Capital) -..	11,848.96
25-000-52960-2402-1	Street & Roads (Capital) -..	4,580.21
25-000-52960-2403-1	Street & Roads (Capital) -..	17,136.25
25-000-52960-2507-1	Street & Roads (Capital) -..	4,551.25
25-000-52960-2508-1	Street & Roads (Capital) -..	175.00
25-000-52960-2509-1	Street & Roads (Capital) -..	175.00
25-000-52960-2510-1	Street & Roads (Capital) -..	175.00
25-000-52960-2511-1	Street & Roads (Capital) -..	257.50
25-000-52960-2512-1	Street & Roads (Capital) -..	257.50
25-000-52960-2514-1	Street & Roads (Capital) -..	340.00
25-000-52960-8290-1	RSTP/HIP West Side - Har..	2,820.00
30-20800-0000-1	Pension Payable	2,611.53
30-22050-0000-1	Federal Withholding Pay...	1,518.63
30-22100-0000-1	FICA Payable	3,013.32
30-22150-0000-1	Medicare Payable	704.76
30-22200-0000-1	State Withholding Payab...	1,022.09
30-22600-0000-1	Health FSA	26.08
30-22700-0000-1	Disablity LTD	51.31
30-22800-0000-1	Accident	27.45
30-22900-0000-1	Life	52.40
30-22950-0000-1	Cancer- American Fidelity	5.23
30-500-50400-0000-1	Retirement (401K)	90.69
30-500-51200-0000-1	Bank Charges	136.57
30-500-51800-0000-1	Clothing Allowance	702.62
30-500-52200-0000-1	Contract Services	440.38
30-500-52910-2527-1	Buildings & Improvemen...	11,620.00
30-500-54000-0000-1	Fuel	157.67
30-500-55600-0000-1	Postage	841.91
30-500-56000-0000-1	Professional Services - O...	1,500.00
30-500-56000-7820-1	Professional Services - ...	23,565.89
30-500-56050-0000-1	Accounting/Auditing Ser...	5,200.00
30-500-56410-0000-1	Repairs & Maintenance ...	2,906.60
30-500-56430-0000-1	Repairs & Maintenance -...	329.59
30-500-56600-0000-1	Repairs & Maintenance -...	274.36
30-500-56800-0000-1	Safety Equipment	279.07
30-500-57200-0000-1	Supplies - Office	2,236.91
30-500-57400-0000-1	Supplies - Operating	287.17
30-500-57800-0000-1	Telephone & Communic...	170.15
30-500-58000-0000-1	Utilities	14,988.19
30-500-58200-0000-1	Water/Soil/Other Analys...	300.00
31-20800-0000-1	Pension Payable	1,113.78
31-22050-0000-1	Federal Withholding Pay...	540.32
31-22100-0000-1	FICA Payable	1,060.10
31-22150-0000-1	Medicare Payable	247.96

Account Summary

Account Number	Account Name	Payment Amount
31-22200-0000-1	State Withholding Payab...	342.78
31-22600-0000-1	Health FSA	26.08
31-22700-0000-1	Disablity LTD	27.27
31-22900-0000-1	Life	24.72
31-22950-0000-1	Cancer-American Fidelity	5.23
31-505-50400-0000-1	Retirement (401K)	90.69
31-505-51200-0000-1	Bank Charges	136.57
31-505-52200-0000-1	Contract Services	266.38
31-505-52800-0000-1	County Waste Managem...	5,603.93
31-505-55600-0000-1	Postage	841.91
31-505-56050-0000-1	Accounting/Auditing Ser...	2,400.00
31-505-57800-0000-1	Telephone & Communic...	25.15
32-20800-0000-1	Pension Payable	2,764.13
32-22050-0000-1	Federal Withholding Pay...	1,600.15
32-22100-0000-1	FICA Payable	2,929.64
32-22150-0000-1	Medicare Payable	685.12
32-22200-0000-1	State Withholding Payab...	877.81
32-22600-0000-1	Health FSA	26.10
32-22700-0000-1	Disablity LTD	29.90
32-22900-0000-1	Life	25.59
32-22950-0000-1	Cancer-American Fidelity	5.22
32-510-50400-0000-1	Retirement (401K)	90.69
32-510-51200-0000-1	Bank Charges	136.57
32-510-51800-0000-1	Clothing Allowance	243.97
32-510-52200-0000-1	Contract Services	273.18
32-510-53800-0000-1	Equipment Rental	80,859.45
32-510-54000-0000-1	Fuel	586.67
32-510-55600-0000-1	Postage	879.88
32-510-56000-0000-1	Professional Services - O...	6,856.50
32-510-56050-0000-1	Accounting/Auditing Ser...	5,400.00
32-510-56400-0000-1	Repairs & Maint - Build &..	2,165.00
32-510-56410-0000-1	Repairs & Maintenance- ...	2,432.28
32-510-56600-0000-1	Repairs & Maintenance -...	143.43
32-510-57200-0000-1	Supplies - Office	505.08
32-510-57400-0000-1	Supplies - Operating	11,767.24
32-510-57800-0000-1	Telephone & Communic...	123.20
32-510-58000-0000-1	Utilities	23,042.67
34-20800-0000-1	Pension Payable	321.33
34-22050-0000-1	Federal Withholding Pay...	114.03
34-22100-0000-1	FICA Payable	221.16
34-22150-0000-1	Medicare Payable	51.72
34-22200-0000-1	State Withholding Payab...	44.81
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
34-520-50400-0000-1	Retirement	90.69
34-520-51800-0000-1	Clothing Allowance	10.50
34-520-54000-0000-1	Fuel	13.60
34-520-56000-0000-1	Professional Services - O...	100.00
34-520-56050-0000-1	Accounting/Auditing Ser...	1,800.00
34-520-57200-0000-1	Supplies - Office	89.60
Grand Total:		494,228.41

Project Account Summary

Project Account Key	Payment Amount
None	494,228.41

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

494,228.41

REGULAR CITY COUNCIL MINUTES

IN-PERSON MEETING

October 9, 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 6:08 PM

ROLL CALL

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

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Public Works Director Hernandez, Community Development Director Saldana, Human Resources McCuan, City Clerk De La Cruz

INVOCATION

Offered by Councilmember Pérez

PLEDGE OF ALLEGIANCE

Offered by Councilmember Ayon

FEATURED PET

- Featured Pet Presented by Chief Knox

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Promotional Ceremony- Sergeant Kenneth Muller
2. Swearing in Ceremony - Serenity Nino

DEPARTMENT REPORTS

3. Public Works Update

4. Police Department Update

CONSENT AGENDA

5. Approval of Expense Report in the Amount of \$544,240.14 from 9/14/2024 to 9/27/2024.
6. Approval of Payroll Report for the Month of September 2024 in the Amount of \$354,619.02
7. Approval of September 25, 2024, Regular Meeting Minutes
8. Approval of Resolution No. 2024- 113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TUITION REIMBURSEMENT REQUEST FOR THE FINANCE MANAGER

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve the Consent Agenda for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

PUBLIC HEARINGS

9. Waive full reading and introduce Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Pérez to Approve to Waive full reading and introduce Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101 for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

10. Waive full reading and introduce Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-23, AND 060-420-24.

Public Comment: None

*Motion by Vice Mayor Cano, Second by Councilmember Ayon to Approve to Waive full reading and introduce Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-23, AND 060-420-24 for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

PUBLIC COMMENT

None

COUNCIL COMMENTS

None

ADMINISTRATIVE AGENDA

11. Approval of Resolution No. 2024-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING TEMPORARY USE PERMIT 2024-0003 FOR THE MCFARLAND HARVEST FESTIVAL

Public Comment: None

*Motion by Councilmember Gonzalez, Second by Councilmember Ayon to Approve Resolution No. 2024-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING TEMPORARY USE PERMIT 2024-0003 FOR THE MCFARLAND HARVEST FESTIVAL for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

12. Approval of Resolution No. 2024-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE GRANT APPLICATION OF MUJERES ACTIVAS LIDERES COMUNITARIAS FOR THE HARVEST FESTIVAL AT THE MCFARLAND COMMUNITY GARDEN

Public Comment: None

*Motion by Councilmember Ayon, Second by Councilmember Gonzalez to Approve Resolution No. 2024-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND, CALIFORNIA, APPROVING THE GRANT APPLICATION OF MUJERES ACTIVAS LIDERES COMUNITARIAS FOR THE HARVEST FESTIVAL AT THE MCFARLAND COMMUNITY GARDEN for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

13. Appointment of Community Representative to the Board of Trustees of the Delano Mosquito Abatement District

Public Comment: None

*Motion by Councilmember Gonzalez, Second by Councilmember Ayon to Approve Vice Mayor as the new appointment for the Community Representative to the Board of Trustees of the Delano Mosquito Abatement District for a 4-year term for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

14. Approval of Resolution No. 2024-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ACCEPT THE BID SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE W. PERKINS AVE. & 3RD ST. INTERSECTION SAFETY IMPROVEMENTS – STPL 5343 (020) PROJECT IN THE AMOUNT OF \$235,235.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BID, AND UP TO \$89,389.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING

Public Comment: None

*Motion by Vice Mayor Cano, Second by Councilmember Ayon to Approve Resolution No. 2024-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND TO ACCEPT THE BID SUBMITTED BY WESTROCK GENERAL ENGINEERING FOR THE W. PERKINS AVE. & 3RD ST. INTERSECTION SAFETY IMPROVEMENTS – STPL 5343 (020) PROJECT IN THE AMOUNT OF \$235,235.00 AND AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE CONSTRUCTION AGREEMENT, ALLOCATE FUNDS FOR THE BID, AND UP TO \$89,389.00 FOR CONTINGENCY, CONSTRUCTION MANAGEMENT AND MATERIALS SAMPLING & TESTING for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

15. Approval of Resolution NO. 2024-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE UPDATED JOB DESCRIPTION FOR THE WASTEWATER TREATMENT PLANT OPERATOR III/SUPERVISOR

Public Comment: None

*Motion by Councilmember Pérez, Second by Councilmember Ayon to Approve Resolution NO. 2024-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE UPDATED JOB DESCRIPTION FOR THE WASTEWATER TREATMENT PLANT OPERATOR III/SUPERVISOR for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

16. Approval of Resolution NO. 2024- 115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH ADAM CABRERA, ASSISTANT PUBLIC WORKS DIRECTOR

Public Comment: None

*Motion by Councilmember Pérez, Second by Councilmember Ayon to Approve Resolution NO. 2024- 115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH ADAM CABRERA, ASSISTANT PUBLIC WORKS DIRECTOR for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

17. Approval of Resolution NO. 2024- 116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH BRIAN KNOX, CHIEF OF POLICE

Public Comment: None

*Motion by Councilmember Ayon, Second by Vice Mayor Cano to Approve Resolution NO. 2024- 116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE EMPLOYMENT AGREEMENT WITH BRIAN KNOX, CHIEF OF POLICE for the meeting of October 9, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

REPORTS FROM CITY COUNCIL ON COMMITTEE/SPECIAL DISTRICT MEETINGS

- a. Kern Council of Governments (KCOG)- Next meeting October 16, 2024
- b. San Joaquin Valley Air Pollution Control District (SVJ)- Saul Ayon was appointed for the San Joaquin Valley Air Pollution Control District.
- c. Delano Mosquito Abatement District (DMAD) - Next meeting October 24, 2024.
- d. Kern Local Agency Formation Commission (LAFCO)- Next meeting October 16, 2024
- e. Quality of Life Committee- No Update

COUNCIL STATEMENTS AND REPORTS

None

CLOSED SESSION

None

ADJOURNEMENT

Regular City Council meeting adjourned and entered into the Special City Council Meeting at 7:24pm.

CITY OF MCFARLAND

Erika De La Cruz, City Clerk

SPECIAL CITY COUNCIL MINUTES

IN-PERSON MEETING

October 09, 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 Pérez, Councilmember Ayon, Councilmember Gonzalez

Councilmembers Absent: None

OFFICIALS PRESENT

City Manager Viramontes, City Attorney Hodges, Chief Knox, Public Works Director Hernandez, Community Development Saldana, Human Resources McCuan, City Clerk De La Cruz

INVOCATION

Offered by Councilmember Pérez

PLEDGE OF ALLEGIANCE

Offered by Councilmember Ayon

PRESENTATIONS, INTRODUCTIONS AND AWARDS

1. Proclamation for Domestic Violence Awareness Month Presented to the Family Justice Center- Kern County District Attorney, Office of Cynthia Zimmer

CLOSED SESSION

2. Threat to Public Services or Facilities (§ 54957) - Consultation with: Chief of Police and City Manager

Public Comment: None

*Motion by Councilmember Gonzalez, Second by Vice-Mayor Cano to recess to the Closed Session Item, "Threat to Public Services or Facilities (§ 54957) - Consultation with: Chief of Police and City Manager" Until the End of the Regular City Council Meeting for the meeting of October 09, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

Roll Call Vote:

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

NOES: None

ABSENT: None

PASSED: 5-0

Mayor reconvened the Special Meeting at 7:24.

CLOSED SESSION MINUTES

The McFarland City Council discussed the closed session item but took no reportable action.

Meeting adjourned at 7:43pm.

CITY OF MCFARLAND

Erika De La Cruz, City Clerk



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 5.
Section: CONSENT AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Adopt Ordinance 15-2024 AN ORDINANCE OF THE CITY OF MCFARLAND
AMENDING THE MCFARLAND MUNICIPAL CODE CHAPTER 2.04.101

SUMMARY:

On August 8, 2024 the City Council adopted Ordinance 6-2024 amending the Municipal Code to set the regular City Council meetings to the second and fourth Wednesday of the month at 6:00 PM.

The Mayor is recommending a change, effective January 1, 2025, to move the meetings to the first and third Wednesday of the month to accommodate the schedule of the City Attorney.

The Council conducted a public hearing on the ordinance on October 9 and following the public hearing, waived full reading and introduced the ordinance.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

Approve Ordinance 15-2024.

ATTACHMENTS:

None

ORDINANCE NO. 15-2024

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, this 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 first and third 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 January 1, 2025 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

10/9/2024, by the following vote:

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of McFarland on 10/23/2024 by the following vote:

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

CITY OF MCFARLAND

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 October 23, 2024.

ATTEST:

Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 6.
Section: CONSENT AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Adopt Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, AND 060-420-24.

SUMMARY:

The City of McFarland received an application from Neil Mendrin requesting the proceedings of a proposed Annexation 19. On September 18, 2024, staff and applicant presented the Annexation proposal to LAFCo, Kern Local Agency Formation Commission, where the commission approved the proposal with the condition that the six (6) parcels on the corner of Garzoli Avenue and Sherwood Avenue also be added to the proposal. These six (6) parcels are APN: 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, and 060-420-24. Additionally, the six parcels are required to be included in the Pre-Zoning map. The addition of the six (6) parcels, will add 39.8 acres to the annexation. The Pre-Zoning of these additional parcels will incorporate Residential (R-2 and R-4) and Mixed-Use (CRMU) which is consistent with the existing City of McFarland General Plan. The additional parcels already receive City water utilities and therefore, no increase in City water utilities is foreseen. Staff reviewed the additional parcels through environmental and found that per Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, they were exempt and no further environmental analysis is required.

The Council conducted a public hearing on the ordinance on October 9 and following the public hearing, waived full reading and introduced the ordinance.

FINANCIAL IMPACT:

The zone change would not result in a fiscal impact.

RECOMMENDATION:

Adopt Ordinance 16-2024 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AMENDING THE OFFICIAL ZONING MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, AND 060-420-24.

ATTACHMENTS:

1. Ordinance No. 00016-2024 -Pre-zoning Annex 19

ORDINANCE NO. 00016-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF MCFARLAND AMENDING THE OFFICIAL ZONING
MAP FOR ASSESSOR'S PARCELS 060-420-13, 060-420-16,
060-420-17, 060-420-18, 060-420-23, AND 060-420-24.**

Section 1. Recitals

WHEREAS, Milicic Farming LLC filed an application proposing to amend the City of McFarland zoning map and city limits; and

WHEREAS, LAFCO, Kern Local Agency Formation Commission, approved the proposal with the condition that the applicant also add the six (6) properties on the corner of Garzoli Avenue and Sherwood Avenue; and

WHEREAS, the Pre-Zoning will incorporate Residential (R-2 and R-4) and Mixed-Use (CRMU); and

WHEREAS, the Pre-Zoning Map will include Assessor's Parcels 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-23, and 060-420-24; and

WHEREAS, the additional six (6) parcels will mean an additional 39.8 acres brought into the City limits; and

WHEREAS, the Pre-Zoning Map is consistent with the City of McFarland General Plan; and

WHEREAS, the City of McFarland Zoning Map is hereby amended as reflected in Exhibit "A" and attached hereto and by this reference made a part hereof; and

WHEREAS, it has been determined that the remaining portion is exempt from the California Quality Act (CEQA) per Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities and no further environmental analysis is required; and

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

Section 2. The Recitals set forth above are true and correct and incorporated herein.

Section 3. The Pre-Zoning of Assessor's Parcels 060-420-13, 060-420-16, 060-420-17, 060-420-18, 060-420-24, 060-420-23, and 060-420-24 is approved in accordance with the map shown in Attachment A.

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

Section 7. 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 the 9th day of October 2024, by the following vote:

PASSED, AND ADOPTED at a regular meeting of the City Council of the City of McFarland, California on the 23rd day of October 2024, by the following vote:

	Aye	Nae	Abstain	Absent
Saul Ayon				
Ricardo Cano				
Amador Ayon				
Anita Gonzalez				
Maria 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 March 14, 2024.

ATTEST:

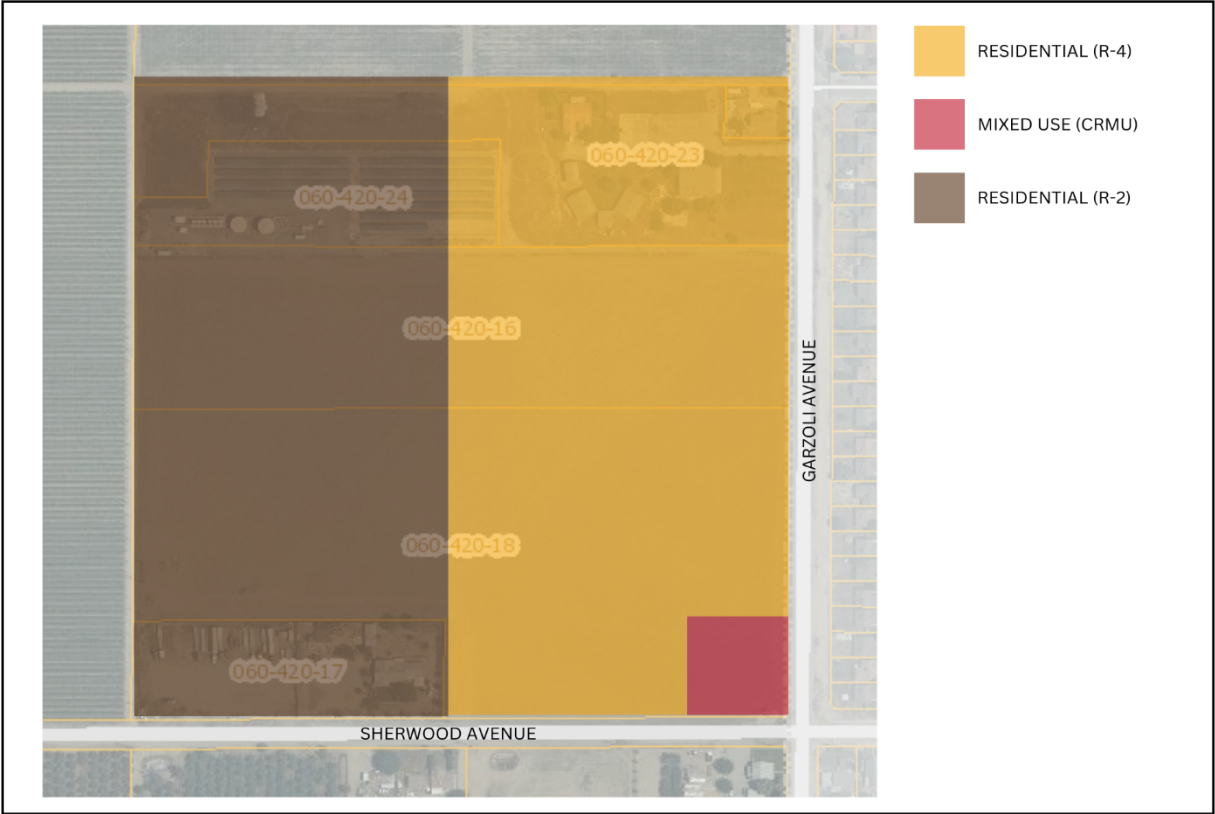
Erika De La Cruz, City Clerk

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

Exhibit A

Pre-Zoning Map





City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 7.
Section: CONSENT AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VERIZON FOR THE PURCHASE OF 4 ADDITIONAL LINES FOR THE WATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-FOUR-MONTH AGREEMENT FOR CELLULAR SERVICE WITH PUSH TO TALK

SUMMARY:

Introduction: The purpose of this staff report is to provide an overview and recommendation for the implementation of a push to talk option for McFarland's Water Department staff. The adoption of Push to Talk technology would benefit the City by making communication amongst the staff more effective, and giving them the option to upload pictures to Finance, for Service Orders submitted for rechecks and customer complaints.

Background: McFarland's Water Department staff is currently using their personal phones to complete tasks for the department. The need for Water Department staff to be able to communicate with office staff during urgent shutoffs has been difficult due to the limited means of communication.

Benefits of Push to Talk:

Improved Instant Communication: Real-time talking enables Water Department staff to communicate instantly with office staff during urgent shutoff of services and would eliminate staff making trips back to the office to retrieve service orders.

1. **Enhanced Service Order Completion:** The camera option would also help document any discrepancies with rechecks from customer accounts by allowing the Operator to take pictures while in the field and upload to the work order.
2. **Cost Savings:** The department would benefit from unnecessary trips throughout the day to check the service order inbox at City Hall and going back out to the field to complete. A simple message would give staff the proper information to complete any request from office staff.
3. **Emergency Response:** The Push to Talk option would be a great tool to reach staff in an emergency and would allow them to respond in any condition due to the rugged design.

Implementation Plan:

Vendor Selection: Staff has conducted a thorough evaluation of cellular service vendors to select a solution that meets McFarland's specific needs regarding functionality, scalability, reliability, and cost-effectiveness as listed below.

1. Verizon: Annual costs for four lines with one time hardware cost of \$0 and hardware tax of \$216.00. Unlimited data plan with Push to Talk function included for a monthly cost of \$167.96. For a total of \$2,231.52 annually for 4 lines for the first year, and \$2,015.00 for the second year.
2. AT&T: Annual costs for four lines with one time hardware costs of \$3.96 and hardware tax of \$98.32. Unlimited data with Push to Talk function included for a monthly cost of \$187.96. For a total of \$2,357.80 annually for 4 lines.

Based on the above Vendor estimates, staff recommends accepting Verizon as the City's vendor for cell phone service for the additional 4 lines.

FINANCIAL IMPACT:

The one time cost of \$216.00 and annual cost of \$2,015.00 will be distributed to the Water Department-Communications budget. Adequate funds are available in the current budgets to offset this additional cost.

RECOMMENDATION:

Based on the outlined benefits and implementation plan, Staff recommends the City Council to move forward with the implementation of four additional lines and Authorizing the City Manager to enter into a twenty-four-month agreement for Cellular services. This initiative aligns with the City's goals of promoting efficiency, safety, and cost-effectiveness in municipal operations.

ATTACHMENTS:

1. Verizon Quote Summary
2. ATT Quote Summary

RESOLUTION NO. 2024-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE ACCEPTANCE OF THE QUOTE FROM VERIZON FOR THE PURCHASE OF 4 ADDITIONAL LINES FOR THE WATER DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-FOUR-MONTH AGREEMENT FOR CELLULAR SERVICE WITH PUSH TO TALK.

WHEREAS, the City of McFarland is committed to creating efficient communication among employees; and

WHEREAS, the staff has conducted a thorough evaluation of cellular service vendors to select a solution which meets McFarland's specific needs regarding functionality; and

WHEREAS, Verizon's Push to Talk function improves communication and ensures better connection during emergencies; and

WHEREAS, the proposed plan is projected to cost the City \$2,231.52 annually for 4 lines for the first year, and \$2,015.00 for the second year; and

WHEREAS, adequate funds are available in the current budget to offset this additional cost;

WHEREAS, entering into a twenty-four-month plan of four additional lines with Verizon's Push to Talk function aligns with the City's goal of promoting efficiency, safety, and cost-effectiveness in municipal operations;

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.
2. The Agreement is in the best interest of the City.
3. The City Manager is hereby authorized to execute the 24 month agreement with Verizon.
4. The City Clerk shall certify the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on

October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



Hi MCFARLAND,
MCFARLAND, 401 W KERN AVE, MC FARLAND, CA 93250.

Let us help you do business. Please review your quote here, if you have any questions to get clarified feel free to connect to your Verizon sales executive.

Gerson Flores | 6263441500 | gerson.flores@verizonwireless.com

This quotation is based on the terms and conditions of the NASPO Value Point (NVLPT) #MA152-1 Contract (f/k/a WSCA) ("the Agreement"). The NVLPT Agreement, Addenda and Attachments can be found on www.naspovaluepoint.org site for your review. Please note Promotional Offers in this quote may expire prior to the quote expiration date and are subject to change at any time without notice.

Quote ID	Created on	Expires on
40850055-Q-12179358	09/26/2024	11/24/2024

Quote summary

All amounts in below summary without taxes or accessory cost over 24 months

Number of lines	Avg Cost/Line per month	Total cost per month
4	\$41.99	\$167.96

Quote overview

With applicable discounts
Plans & features
(Due monthly)

\$167.96



Quote details

Plans & features

www.verizon.com/about/broadband-facts/

4G Custom Unlimited for Public Safety Smartphone with Email & Data and MBP - \$39.99/month

Qty: 4 x \$39.99 \$159.96

Added features:

- Decline Device Protection

Qty: 4 x \$0.00 \$0.00

- Custom PTT Plus Basic 4G ENT

Qty: 4 x \$2.00 \$8.00

Due monthly (Subsidy - 2 year) \$167.96

Total due monthly for plans & features

\$167.96

*Decline equipment protection: Verizon will not be protecting your device. In the event of lost, theft, damage or post warranty defects, the cost to replace each device could be in excess of \$1000. The cost to repair your smartphone's cracked screen maybe be in excess of \$100 per repair.

Devices & accessories

Kyocera DuraForce Pro 3 in Black - KYOE7200

Retail price \$899.99

Promotion(s) applied:

- For a limited time, get a Kyocera DuraForce PRO 3 128GB on us with a 2y/1y agreement for SLED on a plan \$19.99 or higher. Valid through 01/05/2025

-\$399.99

- Corporate Discount

-\$500.00

Net price (2 yr contract) \$0.00

Due today

Qty: 4 x \$0.00 \$0.00

Belkin BoostCharge USB-C Wall Charger 20W in White - WCA009-WH-TL

Retail price \$19.99

Promotion(s) applied:

- ACC FREE SEL CHG PUB SECTOR W SEL SMT 1Y2Y3Y ACT UPG. Valid through 12/31/2099

-\$19.99

Net price with promotion \$0.00

Due today

Qty: 4 x \$0.00 \$0.00

Total due today for device(s)

\$0.00

Total charges by account

Account	Due monthly	Due today
772387786-1	\$167.96	\$297.00

Sales tax

CA State Sales Tax	\$216.00
CA Local Sales Tax	\$81.00
Total due today with tax	\$297.00
Device payment tax	0.00

Additional fees for usage and coverage may apply. Offers & Coverage vary by services & equipment. See Verizonwireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.



Important customer information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase, device tax due at the time of purchase and are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Shipping cost and taxes are subject to change during checkout. Activation/upgrade fee/line up to \$35; restocking fee per device up to \$50. An Economic Adjustment Charge/line/mo may also apply; \$0.98 for basic phones & tablets; \$2.98 or \$3.97 for smartphones & data devices and for wireless business internet plan lines. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and VZW surcharges/line/mo (including 34.4% Fed. Univ. Svc.; \$1.95 (voice)/\$0.06 (data-only) Admin Chrg; \$0.19 (voice)/\$0.02 (data-only) Regulatory Chrg). Your organization may qualify for better pricing when the final price is calculated upon checkout. In some states, sales tax is calculated on the full retail price or the VZW cost of the device you purchase, and not on the discounted price you pay. Some users may not be permitted to bill charges to their account, purchase order, and/or credit card. This may prevent you from completing your order online today. CA and NV calculate tax based on full retail value of the item(s) purchased. MA calculates tax on whichever is greater: full retail value or Verizon's cost of the item(s) purchased.

Legal Disclaimer

Prices referenced in this document are for estimating purposes only. Actual prices will be based on equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Service plans, features and offers are subject to terms and conditions. Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See VerizonWireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. *Additional charges, taxes, fees, and surcharges apply. Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service



Why Verizon

The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world¹, with ultra-low lag and Massive capacity.²

Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.³

Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

1 Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020 © 2020 Opensignal Limited.

2 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

3 Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003- 2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit jdpower.com/awards for more details.

FirstNet Pricing Proposal for City of McFarland Public Works



Benefits of FirstNet:

- Dedicated Highly Secure Network
- Dedicated US Based 24x7x365 Customer Service
- Priority and Preemption on the Network
- FirstNet Local Control Portal, First Responder Applications, and Access to Deployable

10/15/2024

FirstNet Pricing Options:

	<u># of Users:</u>	<u>FirstNet Monthly</u> <u>Unit Cost:</u>	<u>Estimated Monthly</u> <u>Cost:</u>
Unlimited Plans:			
New Smartphone Users			
Unlimited Voice, Text and Data with Priority		\$ 39.99	\$ -
Unlimited Voice, Text,Data, tethering and ePTT with Priority	4	\$ 46.99	\$ 187.96
Unlimited Voice For Feature Phone		\$ 22.99	\$ -
Data Only (iPads / Hot Spots)			
Unlimited Data, no throttling with Priority		\$ 37.00	\$ -
Monthly Total Cost:			<u>\$ 187.96</u>

Equipment			
Sonim XP5 Plus	<u>4</u>	<u>\$ 0.99</u>	<u>\$ 3.96</u>
Approximate tax based on retail price of phone	<u>4</u>	<u>\$ 24.58</u>	<u>\$ 98.32</u>
Total One Time Equipment Cost			<u>\$ 102.28</u>



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 8.
Section: CONSENT AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

FROM: Diego Viramontes, City Manager

SUBJECT: Approval of Resolution No. 2024-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CANCELLATION OF CITY COUNCIL MEETINGS SCHEDULED ON NOVEMBER 27, 2024, DECEMBER 25, 2024, AND JANUARY 1, 2025

SUMMARY:

The City Council regularly meets on the second and fourth Wednesdays of each month. Beginning January 1, 2025, the City Council will meet on the first and third Wednesday of each month.

The following scheduled meeting dates coincide with major holiday observances, during which City Council members, staff and residents are likely to be celebrating with family and friends:

November 27, 2024 (day before Thanksgiving)
December 25, 2024 (Christmas Day)
January 1, 2025 (New Year's Day)

Historically, the City Council has chosen to either go dark or reschedule meetings during this period. Cancelling the scheduled meetings on these dates will not impede the regular business of the City. If any pressing issues arise that require City Council action, staff will schedule a special meeting to address those matters.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution to go dark or cancel the City Council meetings scheduled for November 27, 2024, December 25, 2024, and January 1, 2025, in observance of the holiday season. If there are urgent matters that require Council action during this period, staff will arrange a special meeting.

ATTACHMENTS:

None

RESOLUTION NO. 2024-124

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND
AUTHORIZING THE CANCELLATION OF CITY COUNCIL MEETINGS SCHEDULED ON
NOVEMBER 27, 2024, DECEMBER 25, 2024, AND JANUARY 1, 2025**

WHEREAS, the City Council of the City of McFarland meets on the second and fourth Wednesdays of each month; and

WHEREAS, starting January 2025, the City Council will adjust its regular meeting schedule to the first and third Wednesdays of each month; and

WHEREAS, the meetings scheduled on November 27, 2024, December 25, 2024, and January 1, 2025, fall on or near major holiday observances, including Thanksgiving, Christmas, and New Year's Day; and

WHEREAS, City Council members, staff and residents are likely to be unavailable on these dates due to holiday celebrations; and

WHEREAS, if there are pressing issues that require immediate attention during this period, staff will arrange a special meeting in between regularly scheduled meetings;

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 meetings scheduled on November 27, 2024, December 25, 2024, and January 1, 2025, are hereby canceled.
2. City staff is directed to monitor the need for any special meetings during this period and schedule such meetings if necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 9.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TRANSITION OF CALENDAR YEAR 2025 HEALTH CARE BENEFITS TO A HEALTH REIMBURSEMENT ACCOUNT (HRA) MODEL, SWITCHING ANCILLARY BENEFITS FROM METLIFE TO PRINCIPAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH INSURANCE CARRIERS AND THIRD-PARTY ADMINISTRATORS TO IMPLEMENT THESE CHANGES

SUMMARY:

The City of McFarland, in collaboration with Employer Driven Insurance Services (E.D.I.S.) and Eric Trost, Broker, has developed new health insurance plan designs for City employees for 2025. This proposal includes a recommended transition to a Health Reimbursement Account (HRA) model to achieve cost savings while maintaining comprehensive coverage for employees. Additionally, the City proposes a switch from MetLife to Principal for ancillary benefits, which is projected to further reduce costs.

The key changes include:

1. Transitioning from fully paid gold-level plans for Kaiser and Anthem, with options for employees to "Buy Up" to platinum-level plans, to a cost-efficient HRA model. Under this new model, employees will be enrolled in bronze-level plans, and the City will provide coverage that aligns with gold-level benefits at no cost to the employee. Employees will still have the option to "Buy Up" to coverage that aligns with platinum-level benefits.
2. Switching ancillary benefits provider from MetLife to Principal, resulting in an expected annual savings of \$5,729 while maintaining nearly identical coverage.

The proposed changes are aimed at optimizing the City's benefit structure, providing competitive healthcare options, and achieving significant cost savings.

Health Insurance Plan Design Changes: Currently, the City offers gold and platinum-level plans for Kaiser and Anthem Blue Cross. Gold plans are fully funded by the City, while employees can opt to "Buy Up" to platinum plans. The proposed model involves:

- Enrolling all employees in bronze-level plans to reduce premium costs.
- Establishing HRAs to cover out-of-pocket expenses, ensuring coverage aligns with the

benefits currently offered at the gold and platinum levels.

- Staff will calculate a "Buy Up" cost based on the added exposure of a higher coverage plan for employees who choose to upgrade to platinum-level coverage.

Based on analysis from our broker, this transition is expected to yield annual savings of **\$140,115.72**.

Ancillary Benefits Change: The City is also recommending a switch from MetLife to Principal for ancillary benefits (including dental, vision, and life insurance) due to comparable coverage options and projected cost savings. The switch is expected to save the City **\$5,729** annually.

FINANCIAL IMPACT:

The combined savings from the proposed health insurance model and the switch in ancillary benefits are estimated to be \$145,844.72 annually. These savings will be instrumental in managing the City's healthcare expenses while maintaining affordable, quality healthcare for employees.

RECOMMENDATION:

It is recommended that the City Council adopt the resolution approving the transition of calendar year 2025 health care benefits to a Health Reimbursement Account (HRA) model, switching ancillary benefits from MetLife to Principal, and authorizing the City Manager to execute agreements with insurance carriers and third-party administrators to implement these changes. These adjustments aim to optimize cost savings while maintaining comprehensive and competitive benefits for City employees.

ATTACHMENTS:

1. Exhibit B
2. 2025 Ancillary City of McFarland

RESOLUTION NO. 2024-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING THE TRANSITION OF CALENDAR YEAR 2025 HEALTH CARE BENEFITS TO A HEALTH REIMBURSEMENT ACCOUNT (HRA) MODEL, SWITCHING ANCILLARY BENEFITS FROM METLIFE TO PRINCIPAL, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH INSURANCE CARRIERS AND THIRD-PARTY ADMINISTRATORS TO IMPLEMENT THESE CHANGES

WHEREAS, the City of McFarland is committed to providing comprehensive, affordable health insurance benefits to its employees; and

WHEREAS, Employer Driven Insurance Services (E.D.I.S.) has recommended new plan designs for 2025 that include a transition to a Health Reimbursement Account (HRA) model to optimize cost savings while preserving quality coverage; and

WHEREAS, the City intends to transition from fully paid gold-level plans for Kaiser and Anthem, with options for employees to "Buy Up" to platinum-level plans, to a model where employees will be enrolled in bronze-level plans, and the City will provide coverage aligned with gold-level benefits at no cost to the employee, with an option to "Buy Up" to platinum-level coverage; and

WHEREAS, this transition is expected to save the City \$140,115.72 annually, while providing employees with the flexibility to manage their healthcare options; and

WHEREAS, the City has reviewed and approved a switch from MetLife to Principal for ancillary benefits, which include dental, vision, life insurance, and other voluntary benefits, with an anticipated annual savings of \$5,729; and

WHEREAS, these combined changes are projected to save the City a total of \$145,844.72 annually;

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

1. The City adopts the 2025 health insurance plan designs as recommended by Employer Driven Insurance Services (E.D.I.S.), effective January 1, 2025.
2. The City will transition to a Health Reimbursement Account (HRA) model to provide cost-efficient coverage that meets employees' healthcare needs.

- 3. The approved health insurance plan options shall include bronze-level coverage from Kaiser and Anthem Blue Cross, with additional support through HRAs.
- 4. Staff will calculate the "Buy Up" cost for employees who choose to upgrade to platinum-level coverage, based on the added exposure of a higher coverage plan.
- 5. The City approves the switch to Principal as the ancillary benefits provider, offering dental, vision, life, and other voluntary benefits.
- 6. The City Manager is authorized to execute and implement all necessary agreements and administrative actions to effectuate the adoption of the 2025 health insurance and ancillary benefit plans.
- 7. The City will conduct an annual review to ensure the plans meet the healthcare needs of employees while aligning with fiscal objectives.
- 8. The projected annual cost savings of \$145,844.72 shall be monitored, and any necessary adjustments will be made to maintain financial stability and service quality.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

E.D.I.S.

EMPLOYER DRIVEN INSURANCE SERVICES

Group Insurance Analysis

E.D.I.S. can use a variety of insurance Companies to meet the needs of our clients.

We quote the carriers that best address those needs.

Group Insurance Proposal For:

City of McFarland

Effective Date

01/01/2025

E.D.I.S. Plan is available for exclusive benefit of a select group of benefit experts

Proposed By:

Eric Trost, Insurance License
15525 Sand Canyon
Irvine Ca
Phone: 949.922.3920
Fax:

And Provided by:

E.D.I.S.

Insurance License 0M76879

Visalia, California

PH: (559) 733-1240

FAX: (559) 733-2325

E.D.I.S. Mix & Match Group Medical Proposal for City of McFarland

(1)					Design 1	Design 2	Design 3	Design 4	Expected Results Combined Plans
Carrier					Kaiser	Kaiser	Anthem Blue Cross	Anthem Blue Cross	
Carrier Rates effective as of:					1/1/2025	1/1/2025	1/1/2025	1/1/2025	
Plan Name					Bronze 60 HDHP HMO 6650	Bronze 60 HDHP HMO 6650	Bronze PPO 70/6600/35%	Bronze PPO 70/6600/35%	
Carrier Deductible					\$6,650	\$6,650	\$6,600	\$6,600	
Renewal Annual Premium					\$276,001.44	\$165,472.20	\$280,353.00	\$127,282.44	
Proposed Annual Carrier Premium					\$196,617.96	\$118,128.24	\$211,347.60	\$95,953.56	
Instant Savings					\$79,383.48	\$47,343.96	\$69,005.40	\$31,328.88	
									\$849,109.08
									\$622,047.36
									\$227,061.72
(2)									
Proposed HRA Benefits									
First Dollar Amount					\$3,600	\$4,650	\$0	\$0	
Individual Deductible					\$0	\$0	\$500	\$250	
Employer Coinsurance %					0%	0%	75%	90%	
Office Visit					100%	100%	\$35.00	\$15.00	
Prescription					100%	100%	\$10/50/90/30%	\$5/30/50/20%	
Employer Maximum Out-of-pocket					\$3,600.00	\$4,650.00	\$4,575.00	\$5,715.00	
(3)									
Deductible Units									
Employee					5	1	7	4	17
Employees with Dependents					11	9	10	6	36
Medical Risk Unit Total					27	19	27	16	89
(4)									
Expected Medical Claims Amount (Per Deductible Unit)									
Claimants % of Max									
5%					\$10,800	3 \$9,300	2 \$4,575	1 \$5,715	1 \$30,390
20%					\$5,600	7 \$4,000	5 \$4,000	5 \$2,400	3 \$16,000
30%					\$3,600	9 \$2,800	7 \$3,200	8 \$2,000	5 \$11,600
Total					\$20,000	\$16,100	\$11,775	\$10,115	\$57,990
(5)									
Monthly Medical Admin Fee per Employee					\$44	\$44	\$47	\$47	
Annual Total					\$8,448	\$5,280	\$9,588	\$5,640	\$28,956
(6)									
Worst Case Gain/(Loss):					(\$26,264.52)	(\$46,286.04)	(\$64,107.60)	(\$85,751.12)	(\$202,409.28)
Expected Gain/(Loss):					\$50,935.48	\$25,963.96	\$47,642.40	\$15,573.88	\$140,115.72
Projected Monthly Cost					\$18,755.50	\$11,625.69	\$19,392.55	\$9,308.05	\$59,107.78
*A monthly billing fee of \$25.00 has been added to the projected monthly cost.									
This proposal is for illustration purposes only. Final rates are determined by the carrier's underwriting guidelines and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services, Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.									
City of McFarland					Date Printed: 10/14/2024			Proposal: 83099	
Eric Trost					Employer Driven Insurance Services,			License: OM76879	
Copyright 2007 - 2024 E.D.I.S. All rights reserved.					11/2025			11/2025	

This proposal is for illustration purposes only. Final rates are determined by the carrier's underwriting guidelines and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services, Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.

E.D.I.S. Plan Cost Summary for Ancillary Benefits for City of McFarland

The Freedom Dental Plans™

	Cal Year Max	Lifetime Ded	Office Visit	Prev	Basic	Endo/Perio	Major	Orthodontics	EE	ES	EC	EF	Monthly Total
Employer Sponsored													
Freedom \$1,000 (PPO)	\$1,000	\$50 Annual	\$20	100%/80%	90%/70%	50%/40%	50%/40%	50% \$350 annual \$1000 Lifetime	\$31.09	\$60.32	\$69.67	\$108.17	\$3,554.17
Freedom \$1,500 (PPO)	\$1,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$350 annual \$1000 Lifetime	\$39.38	\$76.91	\$86.79	\$123.77	\$4,254.38
Freedom \$2,000 (PPO)	\$2,000	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$500 annual \$1500 Lifetime	\$45.88	\$89.80	\$104.53	\$162.38	\$5,316.20
Freedom \$2,500 (PPO)	\$2,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%		\$43.29	\$84.72	\$98.63	\$139.58	\$4,770.39
Freedom \$1,000 (EPO)	\$1,000	\$50 Annual	\$20	100%	90%	50%	50%	50% \$350 annual \$1000 Lifetime	\$24.79	\$47.56	\$57.29	\$87.26	\$2,863.54
Freedom \$1,500 (EPO)	\$1,500	\$100	\$0	100%	80%	80%	50%	50% \$350 annual \$1000 Lifetime	\$32.79	\$63.54	\$73.76	\$102.00	\$3,532.79
Freedom \$2,000 (EPO)	\$2,000	\$100	\$0	100%	80%	80%	50%	50% \$500 annual \$1500 Lifetime	\$34.66	\$67.28	\$81.75	\$111.84	\$3,841.62
Freedom \$2,500 (EPO)	\$2,500	\$100	\$0	100%	80%	80%	50%		\$36.20	\$70.36	\$84.94	\$116.53	\$4,004.15
100% Voluntary													
Freedom \$1,000 (PPO)	\$1,000	\$50 Annual	\$20	100%/80%	90%/70%	50%/40%	50%/40%	50% \$350 annual \$1000 Lifetime	\$34.19	\$66.35	\$76.65	\$119.01	\$3,909.82
Freedom \$1,500 (PPO)	\$1,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$350 annual \$1000 Lifetime	\$43.33	\$84.60	\$95.47	\$136.15	\$4,679.94
Freedom \$2,000 (PPO)	\$2,000	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$500 annual \$1500 Lifetime	\$50.47	\$98.78	\$114.98	\$178.62	\$5,847.70
Freedom \$2,500 (PPO)	\$2,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%		\$47.62	\$93.19	\$108.48	\$153.54	\$5,247.46
Freedom \$1,000 (EPO)	\$1,000	\$50 Annual	\$20	100%	90%	50%	50%	50% \$350 annual \$1000 Lifetime	\$27.28	\$52.32	\$63.01	\$95.99	\$3,149.83
Freedom \$1,500 (EPO)	\$1,500	\$100	\$0	100%	80%	80%	50%	50% \$350 annual \$1000 Lifetime	\$36.06	\$69.89	\$81.14	\$112.19	\$3,885.71
Freedom \$2,000 (EPO)	\$2,000	\$100	\$0	100%	80%	80%	50%	50% \$500 annual \$1500 Lifetime	\$38.13	\$74.00	\$89.94	\$123.02	\$4,225.85
Freedom \$2,500 (EPO)	\$2,500	\$100	\$0	100%	80%	80%	50%		\$39.82	\$77.40	\$93.43	\$128.18	\$4,404.49

Freedom DHMO Powered By Western Dental©

	Exam, X-rays, Cleaning	Restorative	Endodontics	Crowns	Orthodontics	EE	EE+1	EE+2 or more	Monthly Total
Group Term Life Benefits									
Fidelity Security Life Insurance Company	Benefit Amount	Spouse Benefit	Children Benefit	Life Premium (rate per \$1000)	AD&D (rate per \$1000)	Dependent Premium (rate per family unit)	Monthly Total		
Option 1 (Minimum Benefit)	\$15,000.00	\$2,000.00	\$1,000.00	\$0.171	\$0.030	\$1.00	\$188.54		
Option 2 (Requested Benefit)	\$100,000.00	\$2,000.00	\$1,000.00	\$0.171	\$0.030	\$1.00	\$1,058.57		
Option 3 (Maximum Benefit)	\$100,000.00	\$2,000.00	\$1,000.00	\$0.171	\$0.030	\$1.00	\$1,058.57		

Bundling Discount

The discount to per employee per month (PEPM) medical plan fee:

Product/Service added	Group Size	PEPM \$\$ Discount to Medical (1)
Dental	Freedom PPO	
	2-9	\$1.00 PEPM
	10-50	\$1.50 PEPM
	51+	\$2.00 PEPM
Western Dental	10-50	\$.50 PEPM (2)
	51+	\$1.00 PEPM (2)

(1) Discounts apply to Employer Paid plans only (2) Discount applies only to members covered by medical and extra dental plan elected. Western Dental only available for CA based groups

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City of McFarland

Eric Trost

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Proposal:

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1/1/2025

E.D.I.S. Medical Schedule of Benefits
For
City of McFarland
with
Kaiser Bronze 60 HDHP HMO 6650/0% + Child Dental
for the first

Eligible Charges

Benefits for the first of Eligible Charges are self-funded and shared by the Member and Employer.

MEDICAL BENEFIT	Design 1	Design 2
FIRST DOLLAR AMOUNT (Employer Paid)	\$3,600	\$4,650
EMPLOYEE DEDUCTIBLE (Family Max / 2 Deductible Aggregate)	\$0	\$0
PHYSICIAN OFFICE VISITS (Deductible Waived)	100%	100%
LAB & X-RAY	100%	100%
INPATIENT HOSPITAL		
Hospital Services	100%	100%
Physician & Professional Service	100%	100%
OUTPATIENT HOSPITAL		
Hospital Services	100%	100%
Physician & Professional Services	100%	100%
Emergency Room	100%	100%
OUTPATIENT SURGERY	100%	100%
PHYSICAL/OCCUPATIONAL THERAPY (Subject to Carrier Limitations)	100%	100%
CHIROPRACTIC SERVICES (Subject to Carrier Limitations)	100%	100%
AMBULANCE (Subject to Carrier Limitations)	100%	100%
PRESCRIPTION DRUG SERVICES	100%	100%

OUT OF POCKET COST UNDER THE CARRIER DEDUCTIBLE

HRA

Employee Only / Employer	\$3,050.00	\$2,000.00
	\$3,600.00	\$4,650.00
Employee + family / Employer	\$6,100.00	\$4,000.00
	\$7,200.00	\$9,300.00

BENEFITS AFTER THE CARRIER DEDUCTIBLE

MEDICAL	0%	0%
PRESCRIPTIONS	0%	0%

TOTAL OUT OF POCKET MAXIMUM

Under the Carrier Deductible	Employee Only /	\$3,050.00	\$2,000.00
	Employee + Family	\$6,100.00	\$4,000.00
After the Carrier Deductible	Employee Only /	\$0.00	\$0.00
	Employee + Family	\$0.00	\$0.00
TOTAL	Employee Only /	\$3,050.00	\$2,000.00
	Employee + Family	\$6,100.00	\$4,000.00

Out of Pocket expenses may vary based on copay selected and carrier internal Plan limits.

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Proposal: 83543
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Effective Date: 1/1/2025

City of McFarland

Presenting

Kaiser, Bronze 60 HDHP HMO 6650/0% + Child Dental

Carrier Rate Table

Medical

Carrier Zone	14
0-14	\$244.44
15	\$264.90
16	\$272.72
17	\$280.54
18	\$288.97
19	\$283.12
20	\$291.85
21	\$300.87
22	\$300.87
23	\$300.87
24	\$300.87
25	\$302.08
26	\$308.10
27	\$315.32
28	\$327.05
29	\$336.68
30	\$341.49
31	\$348.71
32	\$355.93
33	\$360.45
34	\$365.26
35	\$367.67
36	\$370.08
37	\$372.48
38	\$374.89
39	\$379.70
40	\$384.52
41	\$391.74
42	\$398.66
43	\$408.29
44	\$420.32
45	\$434.46
46	\$451.31
47	\$470.27
48	\$491.93
49	\$513.29
50	\$537.36
51	\$561.13
52	\$587.31
53	\$613.78
54	\$642.37
55	\$670.95
56	\$701.94
57	\$733.23
58	\$766.63
59	\$783.18
60	\$816.57
61	\$845.46
62	\$864.41
63	\$888.18
64+	\$902.61

To calculate an employee's total plan cost under the E.D.I.S. plan, use the following equation.

Carrier Premium	+	Employee Claims	OR	Dependent Claim	+	Admin Fee	=	Employee Plan Cost Total

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.

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1/1/2025

E.D.I.S. Medical Schedule of Benefits

For

City of McFarland

with

Anthem Blue Cross Bronze PPO 70/6600/35% 84QG

for the first

Medical

Eligible Charges

Benefits for the first of Eligible Charges are self-funded and shared by the Member and Employer.

No primary care physician required.

MEDICAL BENEFIT	Design 1	Design 2
EMPLOYEE DEDUCTIBLE (Family Max / 2 Deductible Aggregate)	\$500	\$250
PHYSICIAN OFFICE VISITS (Deductible Waived)	\$35 copay	\$15 copay
LAB & X-RAY	25%	10%
INPATIENT HOSPITAL		
Hospital Services	25%	10%
Physician & Professional Service	25%	10%
OUTPATIENT HOSPITAL		
Hospital Services	25%	10%
Physician & Professional Services	25%	10%
Emergency Room	25%	10%
OUTPATIENT SURGERY	25%	10%
PHYSICAL/OCCUPATIONAL THERAPY (Subject to Carrier Limitations)	25%	10%
CHIROPRACTIC SERVICES (Subject to Carrier Limitations)	25%	10%
AMBULANCE (Subject to Carrier Limitations)	25%	10%
PRESCRIPTION DRUG SERVICES	\$10/50/90/30%	\$5/30/50/20%

OUT OF POCKET COST UNDER THE CARRIER DEDUCTIBLE

HRA

Employee Only / Employer	\$2,025.00	\$885.00
	\$4,575.00	\$5,715.00
Employee + family / Employer	\$4,050.00	\$1,770.00
	\$9,150.00	\$11,430.00

BENEFITS AFTER THE CARRIER DEDUCTIBLE

MEDICAL	35%	35%
PRESCRIPTIONS	\$20/80/120/30% up to \$400	\$20/80/120/30% up to \$400

TOTAL OUT OF POCKET MAXIMUM

Under the Carrier Deductible	Employee Only /	\$2,025.00	\$885.00
	Employee + Family	\$4,050.00	\$1,770.00
After the Carrier Deductible	Employee Only /	\$2,300.00	\$2,300.00
	Employee + Family	\$4,600.00	\$4,600.00
TOTAL	Employee Only /	\$4,325.00	\$3,185.00
	Employee + Family	\$8,650.00	\$6,370.00

Out of Pocket expenses may vary based on copay selected and carrier internal Plan limits.

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City of McFarland

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Proposal:

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Effective Date:

1/1/2025

City of McFarland

Presenting

Anthem Blue Cross, Bronze PPO 70/6600/35% 84QG

Carrier Rate Table

Medical

Carrier Zone	14
0-14	\$241.96
15	\$263.47
16	\$271.69
17	\$279.92
18	\$288.77
19	\$297.63
20	\$306.80
21	\$316.29
22	\$316.29
23	\$316.29
24	\$316.29
25	\$317.56
26	\$323.88
27	\$331.47
28	\$343.81
29	\$353.93
30	\$358.99
31	\$366.58
32	\$374.17
33	\$378.92
34	\$383.98
35	\$386.51
36	\$389.04
37	\$391.57
38	\$394.10
39	\$399.16
40	\$404.22
41	\$411.81
42	\$419.08
43	\$429.21
44	\$441.86
45	\$456.72
46	\$474.44
47	\$494.36
48	\$517.13
49	\$539.59
50	\$564.89
51	\$589.88
52	\$617.40
53	\$645.23
54	\$675.28
55	\$705.33
56	\$737.90
57	\$770.80
58	\$805.91
59	\$823.30
60	\$858.41
61	\$888.77
62	\$908.70
63	\$933.69
64+	\$948.87

To calculate an employee's total plan cost under the E.D.I.S. plan, use the following equation.

Carrier Premium	+	Employee Claims	or	Dependent Claim	+	Admin Fee	=	Employee Plan Cost Total

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.

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1/1/2025

Agent Notes to Proposal

Agent

The following administrative fees will apply:

One Time Start-Up Fee: \$500

Annual Renewal Fee: \$100

Standard Monthly Admin Fee (per employee): Design 1: \$44 , Design 2: \$44 , Design 3: \$47 , Design 4: \$47

See attached assumptions and disclosures

DEPOSIT FUNDING (How Claims Are Paid)

1. Deposit Funding: Employers receive safety and convenience with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the member's Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...its efficient, convenient, and easy.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employers money is tracked and managed in its own subaccount so the employers money can never be used to cover another employers claims and complete accounting of the fund will always be in place.

There is a \$25/group monthly billing fee added to the administration invoice.

If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.

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Proposal:

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Effective Date:

1/1/2025

Assumptions and Disclosures

FULLY INSURED Plans With HRA/MERP For Any Size Employer

Your HRA/MERP fully insured plan for small group consists of three separate components. The first component is a fully insured high deductible plan offered by an insurance company. This plan has an annual deductible and an annual out-of-pocket maximum per member and dependents for benefits covered under the plan. See carrier's brochure for highlights on this plan.

Second, is the E.D.I.S. HRA/MERP component. The premium saved from the fully insured component enables the employer to provide the benefits desired under the carrier's high deductible plan. While the employer can design the plan any way it chooses, the enclosed proposal and projections are based on the criteria requested.

The third component is E.D.I.S. handling the administration so employers can focus on managing their business. E.D.I.S. was the first TPA in California to show small employers how they could take control of their health and dental plans. Our first group enrolled July of 1996.

E.D.I.S. will become your member's service center. We process claims, conduct annual reviews, maintain compliance with all state and federal regulations and most importantly track and report the employer's financial results.

SELF-FUNDED EMPLOYER DRIVEN HEALTH PLANS provide all the benefits and flexibility of Fully Insured plans but give employers even more choices.

REGARDING YOUR PROPOSAL:

1. It is our goal to provide you with an accurate report. The rate and benefit information has proven to be accurate and correct. However, keep in mind that final rates, benefits, and administration fees are based on actual enrollment and final underwriting.
2. We assume no liability for the carrier's rate and benefit level differences. We ask that you do not cancel your current group insurance policy until a new policy is approved and you have confirmed the rates, benefits, and administrative fees are to your satisfaction. These premiums are for illustration purposes only.
3. Important California Disclosure Advisement and Notification: As provided in the California Healthcare reform bill "AB1672", all insurance carriers are obligated to sell all their small group plans offered to any small group. You may request the actual rates that would be charged for any small group plan design from the carrier.
4. The Schedule of Benefits attached is for illustration purposes only. It is intended to be a brief outline of benefits. Some of the plans included may have an aggregate deductible for families; such as \$2000 for individual and \$4000 for a family. For additional benefit information, please refer to the carrier benefit booklet or request a full schedule of benefits from your broker or E.D.I.S. directly. Carrier deductibles are based on a calendar year.
5. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.
6. Benefits under the employer's fully insured plan must be eligible under the carrier's plan policy. Benefits applied to the carrier's plan deductible are shared between the member and employer. Please see the carrier's certificate book for complete coverage information. E.D.I.S. will follow the carrier's benefits.
7. E.D.I.S. does not apply office visit, prescription or any other copayments toward the member's out-of-pocket. Member must satisfy their shared out-of-pocket cost of the carrier's deductible. Members out-of-pocket may vary due to copayments selected.
8. Non-emergency, non-participating provider benefits are not eligible expenses under the HRA/MERP plan, unless otherwise stated. Employers usually allow only benefits provided by participating providers. It is the members' responsibility to verify that a provider is participating.
9. Member must present both the E.D.I.S. and carrier ID cards to receive benefits from providers. Once the provider has billed the carrier, member simply submits the carrier Explanation of Benefits (EOB) to E.D.I.S. for processing. Pharmacy benefits are determined by the carrier (refer to "Pharmacy Benefit"). Members may enroll in E.D.I.S. EOB Concierge Service(TM) to handle EOB submission.
10. Deductible credit is not offered for groups moving between Kaiser HSA and HRA/MERP plans.
11. These assumptions and disclosures are in reference to shared funding or HRA/MERP plans and corresponding carrier high deductible plans. For Stop Loss, refer to the carrier specific assumptions and disclosures pertaining to details on these plan offerings.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization and above figures do not make the assumption of two deductibles being met per risk unit for mid-year effective dates for calendar year plans, or deductible credit to be applied which would lower the stated employer liability. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal.

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Effective Date: 1/1/2025

FUNDING OPTIONS (How Claims Are Paid)

1. Deposit Funding: Employers receive safety, convenience, and the savings of Standard Funding, but with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the members Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...it's efficient, convenient, and easy.

An initial claims account deposit is determined by the chart on the Employer Benefit Authorization Form.

2. Standard Funding: Our original funding method gives employers complete control of their claims account.

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

The employer will also receive the member's EOB to hand out to members. This method requires more effort by the employer but provides the ultimate in fund security.

There is a \$25/group monthly billing fee added to the administration invoice. If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

PHARMACY BENEFITS

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employer's money is tracked and managed in its own subaccount so the employer's money can never be used to cover another employer's claim and complete accounting of the funds will always be in place.

1. CARRIER PLANS THAT USE E.D.I.S.'S PREFERRED PHARMACY NETWORK - Members will show their carrier ID card & E.D.I.S. ID card when purchasing prescriptions at a Preferred Pharmacy. Once your Carrier High Deductible has been satisfied for the year, your prescription card will be the carrier plan benefit only and the member will only need to show their carrier card to the pharmacy. Remember: On January 1st of each year your E.D.I.S. ID card will be reinstated for the self-funded benefits.

2. CARRIERS THAT WAIVE THE MEDICAL DEDUCTIBLE FOR PRESCRIPTIONS - Members will need to show only their carrier ID card when purchasing prescriptions. These prescriptions are usually not self-funded through the employer. Prescriptions benefits are processed directly through the carrier. The Rx deductible can be self-funded if desired.

3. A portion of the member's copay at Preferred Pharmacies applies to the cost of dispensing prescriptions associated with pharmacies and your PBM. For the convenience of the drug card, the vendor charges from \$0.50 to \$1.00 per submission. The fee covers the cost for the electronic submission of prescriptions.

CLOSING NOTE

E.D.I.S. shared funding program has been helping small employers control cost since 1996. The plan will provide the benefits the employer desires and accountability for members. Connecting the three components of the plan together is what makes it work. There are a few procedures for the employer and members to follow so it is important that employers understand all facets of the plan and how it works for the members.

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Proposal:

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Effective Date:

1/1/2025

City of McFarland
Summary of Total Annual Premium
Effective Date: January 1, 2025

Benefit Plans	Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Dental PPO	\$60,270	\$63,885	\$59,583	\$63,219	\$57,359	\$50,445	\$57,395
Vision	\$11,576	\$11,576	\$8,933	\$7,567	\$8,445	\$9,260	\$5,980
Basic Life/AD&D	\$3,758	\$4,315	\$2,958	\$6,960	\$4,072	\$3,550	\$5,324
Voluntary Life/AD&D	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates
Long Term Disability	New	N/A	\$5,197	\$11,164	DTQ	\$10,702	\$6,160
Critical Illness	New	N/A	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates
Accident	Current	N/A	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates
Hospital Indemnity	New	N/A	Various Rates	Various Rates	Various Rates	Various Rates	Various Rates
Total Annual Premium	\$75,605	\$79,777	\$71,473	\$77,746	\$69,876	\$63,255	\$68,699

**Illustrative enrollment and volume based on carrier proposals.*

**Please refer to carrier quotes & proposals for precise information.*

**Rates and benefits illustrated are based on current plan and rate information provided as well as carrier proposals.*

**Illustrations presented do not constitute a contract and final terms and rates are subject to change.*

**Minimum participation levels may apply to all quotes.*

City of McFarland
Dental and Vision Benefit and Cost Comparison
Effective Date: January 1, 2025

Dental Benefits Summary		Current MetLife PPO	Renewal MetLife PPO	Reliance Matrix PPO	Unum PPO	Principal PPO	Equitable PPO	Guardian PPO
Class Definition		All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
In Network Coinsurance		100/90/60	100/90/60	100/90/60	100/90/60	100/90/60	100/90/60	100/90/60
Out of Network Coinsurance		100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50	100/80/50
Calendar Year Deductible		\$25/\$75	\$25/\$75	\$50/\$150	\$25/\$75	\$25/\$75	Deductible Waived	\$25/\$75
Deductible Waived for Preventive?		In & Out of Network	In & Out of Network	In & Out of Network	In & Out of Network	In & Out of Network	N/A	In & Out of Network
Out of Network Claims		90% UCR	90% UCR	90% UCR	90% UCR	90% UCR	90% UCR	90% UCR
Annual Maximum		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,250	\$2,000
Orthodontia Lifetime Maximum		50% - \$1,000 (Adult & Child)	50% - \$1,000 (Adult & Child)	Not Covered	50% - \$1,000 (Adult & Child)	50% - \$1,000 (Adult & Child)	50% - \$1,000 (Adult & Child)	50% - \$1,000 (Child Only)
Waiting Periods - New Hires		None	None	None	None	None	None	None
Periodontics & Endodontics		Basic	Basic	Basic	Basic	Basic	Basic	Basic
Rollover Provision Included?		Included	Included	Not Included	Included	Included	Not Included	Included
Contribution		Employer Paid	Employer Paid	Employer Paid	Contributory	Contributory	Contributory	Contributory
Rate Guarantee				24 Months	12 Months	12 Months	24 Months	24 Months
Monthly Rates		Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Employee Only	15	\$42.41	\$44.95	\$41.35	\$44.49	\$37.74	\$33.93	\$35.87
Employee + Spouse	8	\$84.32	\$89.38	\$84.06	\$88.44	\$74.70	\$67.46	\$72.81
Employee + Child(ren)	10	\$89.92	\$95.31	\$93.93	\$94.32	\$91.60	\$76.43	\$91.72
Employee + Family	20	\$140.63	\$149.07	\$136.66	\$147.51	\$135.01	\$119.54	\$137.26
Total Employees	53							
Annual Premium		\$60,270	\$63,885	\$59,583	\$63,219	\$57,359	\$50,445	\$57,395
\$ Change from Current				(\$687)	\$2,949	(\$2,911)	(\$9,825)	(\$2,875)
% Change from Current				-1.1%	4.9%	-4.8%	-16.3%	-4.8%

Vision Benefits Summary		Current MetLife	Renewal MetLife	Reliance Matrix	Unum	Principal	Equitable	Guardian
Class Definition		All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Vision Frequency		12/12/12	12/12/12	12/12/12	12/12/12	12/12/12	12/12/12	12/12/12
Co-Pay Exam/Materials		\$10/\$25	\$10/\$25	\$10/\$25	\$10/\$25	\$10/\$25	\$10/\$25	\$10/\$25
In Network Frames/Contact Lens Allowance		\$130	\$130	\$130	\$130	\$130	\$130	\$130
Vision Network		VSP	VSP	VSP	EyeMed	VSP	VSP	Avesis
Contribution		Employer Paid	Employer Paid	Employer Paid	Contributory	Contributory	Contributory	Contributory
Rate Guarantee				24 Months	48 Months	24 Months	24 Months	24 Months
Monthly Rates		Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Employee Only	15	\$9.29	\$9.29	\$6.67	\$5.04	\$6.30	\$7.43	\$4.46
Employee + Spouse	7	\$15.94	\$15.94	\$14.40	\$10.07	\$11.92	\$12.75	\$8.44
Employee + Child(ren)	10	\$16.27	\$16.27	\$12.29	\$11.32	\$12.16	\$13.02	\$8.61
Employee + Family	21	\$26.24	\$26.24	\$20.03	\$17.68	\$19.25	\$20.99	\$13.63
Total Employees	53							
Annual Premium		\$11,576	\$11,576	\$8,933	\$7,567	\$8,445	\$9,260	\$5,980
\$ Change from Current				(\$2,643)	(\$4,009)	(\$3,131)	(\$2,316)	(\$5,596)
% Change from Current				-22.8%	-34.6%	-27.0%	-20.0%	-48.3%

	Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Notes						Vision must be sold with one other line of coverage.	

City of McFarland
Basic Life/AD&D and Voluntary Life/AD&D Benefit and Cost Comparison
Effective Date: January 1, 2025

Basic Life/AD&D Summary	Current MetLife Basic Life/AD&D	Renewal MetLife Basic Life/AD&D	Reliance Matrix Basic Life/AD&D	Unum Basic Life/AD&D	Principal Basic Life/AD&D	Equitable Basic Life/AD&D	Guardian Basic Life/AD&D
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Life/AD&D Benefit	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Guarantee Issue	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Age Reduction	65% age 65 50% age 70	65% age 65 50% age 70	65% age 65 40% age 70 20% age 75	65% age 65 50% age 70	65% age 65 50% age 70	65% age 65 50% age 70	65% age 65 50% age 70
Conversion Privilege	Included	Included	Included	Included	Not Included	Included	Included
Portability	Included	Included	Not Included	Included	Included	Included	Included
Contribution	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Rate Guarantee			24 Months	24 Months	24 Months	24 Months	24 Months
Monthly Rates per \$1,000	Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Life Rate	\$0.086	\$0.102	\$0.065	\$0.180	\$0.081	\$0.080	\$0.130
AD&D Rate	\$0.022	\$0.022	\$0.020	\$0.020	\$0.036	\$0.022	\$0.023
Total Life/AD&D Rate	\$0.108	\$0.124	\$0.085	\$0.200	\$0.117	\$0.102	\$0.153
Volume	\$2,900,000	\$2,900,000	\$2,900,000	\$2,900,000	\$2,900,000	\$2,900,000	\$2,900,000
Annual Premium	\$3,758	\$4,315	\$2,958	\$6,960	\$4,072	\$3,550	\$5,324
\$ Change from Current		\$557	(\$800)	\$3,202	\$313	(\$209)	\$1,566
% Change from Current		14.8%	-21.3%	85.2%	8.3%	-5.6%	41.7%

Voluntary Life/AD&D Summary	Current MetLife Voluntary Life/AD&D	Renewal MetLife Voluntary Life/AD&D	Reliance Matrix Voluntary Life/AD&D	Unum Voluntary Life/AD&D	Principal Voluntary Life/AD&D	Equitable Voluntary Life/AD&D	Guardian Voluntary Life/AD&D
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Employee Life/AD&D Benefit	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments	\$10,000 increments
Employee Life/AD&D Max	\$500,000	\$500,000	5x Annual Salary to \$500,000	5x Annual Salary to \$500,000	\$500,000	\$500,000	\$500,000
Employee Guarantee Issue	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$100,000	\$150,000
Age Reduction	No Age Reduction	No Age Reduction	35% at age 65 60% at age 70 80% at age 75	35% at age 65 50% at age 70	35% at age 65 50% at age 70	No Age Reduction	50% at age 75
Grandfather Covered Amounts?	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rate Guarantee			24 Months	36 Months	24 Months	24 Months	24 Months
Life Monthly Rate per \$1,000 - Age	Current Employee/Spouse	Renewal Employee/Spouse	Reliance Matrix Employee/Spouse	Unum Employee/Spouse	Principal Employee/Spouse	Equitable Employee/Spouse	Guardian Employee/Spouse
< 24	\$0.084	\$0.084	\$0.096	\$0.110	\$0.069	\$0.084	\$0.072
25 - 29	\$0.084	\$0.084	\$0.089	\$0.120	\$0.069	\$0.084	\$0.072
30 - 34	\$0.112	\$0.112	\$0.093	\$0.170	\$0.097	\$0.112	\$0.076
35 - 39	\$0.130	\$0.130	\$0.115	\$0.240	\$0.115	\$0.130	\$0.096
40 - 44	\$0.186	\$0.186	\$0.160	\$0.340	\$0.171	\$0.186	\$0.134
45 - 49	\$0.284	\$0.284	\$0.247	\$0.550	\$0.269	\$0.284	\$0.217
50 - 54	\$0.458	\$0.458	\$0.392	\$0.770	\$0.443	\$0.458	\$0.352
55 - 59	\$0.703	\$0.703	\$0.618	\$1.190	\$0.688	\$0.703	\$0.546
60 - 64	\$1.043	\$1.043	\$0.841	\$1.520	\$1.028	\$1.043	\$0.756
65 - 69	\$1.778	\$1.778	\$1.288	\$1.860	\$1.763	\$1.778	\$1.269
70 - 74	\$2.884	\$2.884	\$3.005	\$3.410	\$2.869	\$2.884	\$2.579
75 - 79	\$2.884	\$2.884	\$7.261	\$5.000	\$2.869	\$2.884	\$2.579
80 +	\$2.884	\$2.884	\$15.341	\$5.000	\$2.869	\$2.884	\$2.579
Child(ren)	\$0.240	\$0.240		\$0.416	\$0.200	\$0.240	\$0.150
AD&D Monthly Rate per \$1,000 Employee/Spouse	Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Child(ren)	\$0.021		\$0.050	\$0.040/\$0.044	\$0.036	\$0.021	\$0.027
			\$0.045	\$0.063	Not Covered	\$0.021	\$0.027

	Current	Renewal	Reliance Matrix	Unum	Principal	Equitable	Guardian
Notes							

City of McFarland
Long Term Disability Benefit and Cost Comparison
Effective Date: January 1, 2025

Long Term Disability Benefits Summary	New Long Term Disability	Reliance Matrix Long Term Disability	Unum Long Term Disability	Equitable Long Term Disability	Guardian Long Term Disability
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Benefit Percentage	60%	60%	60%	60%	60%
Maximum Monthly Benefit	\$6,500	\$6,000	\$6,500	\$6,500	\$6,500
Elimination Period	90 Days	90 Days	90 Days	90 Days	90 Days
Own Occupation Period	24 Months	24 Months	24 Months	24 Months	24 Months
Benefit Duration	SSNRA	SSNRA	SSNRA	SSNRA	SSNRA
Employee Assistance Program	Include	Not Included	Included	Included	Included with 3 or More Eligible Lines
Pre-Existing Conditions	3/12	3/12	3/12	3/12	3/12
Contribution	Employer Paid	Employer Paid	Employer Paid	Employer Paid	Employer Paid
Rate Guarantee		24 Months	24 Months	24 Months	24 Months
Monthly Rate	New	Reliance Matrix	Unum	Equitable	Guardian
Volume	\$320,814	\$320,814	\$320,814	\$320,814	\$320,814
Rate Per \$100	\$0.000	\$0.135	\$0.290	\$0.278	\$0.160
Annual Premium	\$0	\$5,197	\$11,164	\$10,702	\$6,160
	New	Reliance Matrix	Unum	Equitable	Guardian
Notes					

City of McFarland
Summary of Worksite Rates: Critical Illness, Accident, Hospital Indemnity
Effective Date: January 1, 2025

Critical Illness	Reliance Matrix Critical Illness	Unum Critical Illness	Principal Critical Illness	Equitable Critical Illness	Guardian Critical Illness	Assurity Critical Illness	Colonial Critical Illness
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Monthly Rate per \$1,000						\$20,000	\$20,000
< 25	\$0.590	\$0.340/\$0.500	\$0.524	\$0.450	\$0.500	\$6.29	\$11.45
26 - 30	\$0.610	\$0.410/\$0.570	\$0.701	\$0.450	\$0.500	\$8.66	\$14.05
30 - 34	\$1.100	\$0.0480/\$0.640	\$0.833	\$0.450	\$0.860	\$11.70	\$17.45
35 - 39	\$1.100	\$0.590/\$0.750	\$0.981	\$0.450	\$0.860	\$16.91	\$24.05
40 - 44	\$2.290	\$0.770/\$0.930	\$1.332	\$1.130	\$1.690	\$23.19	\$31.05
45 - 49	\$2.290	\$1.020/\$1.180	\$1.867	\$1.130	\$1.690	\$33.12	\$39.85
50 - 54	\$4.650	\$1.490/\$1.650	\$2.766	\$2.290	\$3.400	\$47.61	\$50.05
55 - 59	\$4.650	\$2.030/\$2.190	\$3.857	\$2.290	\$3.400	\$67.89	\$63.45
60 - 64	\$9.420	\$3.320/\$3.480	\$5.588	\$3.610	\$5.840	\$87.11	\$76.25
65 - 69	\$9.420	\$4.520/\$4.680	\$7.921	\$3.610	\$5.840	\$116.60	
70 - 74	\$25.100	\$6.340/\$6.500	\$11.407	\$3.610	\$9.310	\$174.39	
75 - 79	\$25.100	\$8.370/\$8.530	\$11.407	\$3.610	\$9.310	\$174.39	
80 - 84	\$25.100	\$10.600/\$10.760	\$11.407	\$3.610	\$9.310	\$174.39	
85 +	\$25.100	\$14.310/\$14.470	\$11.407	\$3.610	\$9.310	\$174.39	
Rate Guarantee	24 Months	36 Months	12 Months	24 Months	24 Months	24 Months	24 Months

Accident	Reliance Matrix Accident	Unum Accident	Principal Accident	Equitable Accident	Guardian Accident	Assurity Accident	Colonial Accident
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Monthly Rate							
Employee Only	\$12.82	\$17.07	\$9.22	\$9.47	\$13.94	\$20.24	\$19.39
Employee + Spouse	\$20.03	\$30.03	\$18.09	\$17.17	\$23.14	\$35.12	\$32.72
Employee + Child(ren)	\$24.72	\$34.60	\$20.87	\$21.32	\$23.83	\$39.88	\$39.45
Employee + Family	\$32.46	\$47.56	\$25.56	\$29.02	\$33.03	\$59.42	\$52.77
Rate Guarantee	24 Months	36 Months	12 Months	24 Months	24 Months	24 Months	24 Months

Hospital Indemnity	Reliance Matrix Hospital Indemnity	Unum Hospital Indemnity	Principal Hospital Indemnity	Equitable Hospital Indemnity	Guardian Hospital Indemnity	Assurity Hospital Indemnity	Colonial Hospital Indemnity
Class Definition	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees	All Active FT Employees
Monthly Rate							Age 17-49
Employee Only	\$14.70	\$18.94	\$17.79	\$11.59	\$12.42	\$38.40	\$27.40
Employee + Spouse	\$28.19	\$40.42	\$49.21	\$24.21	\$27.46	\$78.39	\$51.60
Employee + Child(ren)	\$20.99	\$29.37	\$30.02	\$19.29	\$22.18	\$63.86	\$35.90
Employee + Family	\$34.07	\$50.85	\$63.74	\$31.91	\$37.22	\$103.85	\$60.10
Rate Guarantee	24 Months	36 Months	12 Months	24 Months	24 Months	24 Months	24 Months

	Reliance Matrix	Unum	Principal	The Standard	Guardian	Assurity	Colonial
Notes	Hospital Indemnity: Minimum 5 enrolled lives						

*Age bands for each carrier may vary slightly.



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 10.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024- 120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND AUTHORIZING THE CREATION OF THE COMMUNICATIONS AND MARKETING SPECIALIST POSITION AND ASSOCIATED BUDGET ADJUSTMENT

SUMMARY:

Effective communication is critical to maintaining transparency, trust, and engagement with residents. Currently, the City of McFarland lacks a dedicated communications and marketing role to manage our outreach efforts across social media platforms, websites, and traditional media outlets. At the request of several Council Members, the City aims to improve its communication and community engagement efforts to better highlight the accomplishments of the City and promote our initiatives. By establishing this position, the City will be better equipped to promote events, services, and policies, ultimately fostering stronger relationships with the community.

Salary ranges and job descriptions for similar positions at neighboring agencies were thoroughly reviewed to determine the appropriate scope of duties and salary range for this role. The Communications and Marketing Specialist will be responsible for developing and executing comprehensive communication strategies, creating digital and print content, managing social media platforms, overseeing website content, and coordinating public outreach activities. The position will also assist in brand management and serve as a secondary public information officer, ensuring consistent messaging throughout the City.

EXPERIENCE AND EDUCATION:

Any combination equivalent to experience and education that could likely provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the knowledge, skills, and abilities would be:

- BA/BS degree in marketing, communications, public relations, journalism, public administration, or a related field from an accredited college or university.
- One (1) year of professional experience in public relations, marketing/communications, graphic design, or public outreach activities.

The proposed salary range for this position is Range 27, which equates to an hourly rate of \$24.43 to \$31.28, or an annual salary of \$50,821.73 to \$65,055.49. The role will be classified

as hourly and non-exempt, providing flexibility for work demands during events or peak periods.

FINANCIAL IMPACT:

The estimated annual cost, including benefits, will range from \$66,756.14 to \$83,518.91. To accommodate this new position, a budget adjustment of \$30,000 to the general fund is required to cover the cost for the remainder of the fiscal year. While this represents an investment, the position is expected to significantly increase public awareness, improve communication, and strengthen public relations efforts.

RECOMMENDATION:

Staff recommends that the City Council approve the new job classification for Communications and Marketing Specialist, authorize the Human Resources Department to begin the recruitment process, and approve a budget adjustment of \$30,000 to the general fund to cover the financial impact of this position for the remainder of the fiscal year.

ATTACHMENTS:

1. Communications and Marketing Specialist
2. Salary Range FY24-25 Updated

RESOLUTION NO. 2024-120

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
THE CREATION OF THE COMMUNICATIONS AND MARKETING SPECIALIST
POSITION AND ASSOCIATED BUDGET ADJUSTMENT**

WHEREAS, the City of McFarland recognizes the importance of effective communication, public relations, and community engagement; and

WHEREAS, at the request of several Council Members, the City seeks to enhance its outreach efforts by creating the position of Communications and Marketing Specialist to manage digital, print, and social media communications and promote citywide initiatives; and

WHEREAS, the Communications and Marketing Specialist will be responsible for overseeing the City's communication strategies, developing content, managing the City's brand, and assisting in public outreach; and

WHEREAS, the salary range for the Communications and Marketing Specialist will be Range 27, equating to an hourly rate of \$24.43 - \$31.28, with an annual salary of \$50,821.73 to \$65,055.49, as included in the City's Position & Salary Range List; and

WHEREAS, the City Council has reviewed the responsibilities, qualifications, and fiscal impact associated with this position and has determined that it is in the best interest of the City and its residents to create this role, necessitating a budget adjustment of \$30,000 to the general fund; and

WHEREAS, the communications and marketing specialist job description attached to this Resolution as Exhibit A, is hereby approved.

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

1. The City Council approves the establishment of the Communications and Marketing Specialist position as a vital role within the City's organizational structure, tasked with managing and enhancing communication efforts, public outreach, and brand consistency across multiple platforms.
2. The communications and marketing specialists job description attached to this Resolution as Exhibit A is hereby approved

3. The salary range for this position is set at Range 27, from \$24.43 to \$31.28 per hour, equating to an annual salary range of \$50,821.73 to \$65,055.49. This position will be classified as hourly and non-exempt, and benefits will be provided in accordance with the City’s existing employee benefits package.
4. The City Council authorizes the Human Resources Department to commence the recruitment process to fill this newly created position in alignment with the City's hiring policies.
- 5.The City Council approves a budget adjustment of \$30,000 to the general fund to cover the financial impact of this position for the remainder of the fiscal year.
- 6.This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney



CITY OF MCFARLAND

Communications and Marketing Specialist

SALARY: \$24.43-\$31.28 (Hourly, Non- Exempt)
 \$1,954.68 - \$2,502.13 (Bi-weekly)
 \$50,821.73 to \$65,055.49 (Annual Salary)

POSITION SUMMARY:

The Communications and Marketing Specialist, under general direction, plays a critical role in promoting the City of McFarland's initiatives, programs, and events through various communication channels. This position is responsible for creating and managing content for the City's social media platforms, websites, and print materials, ensuring a consistent and professional public image. The specialist also collaborates with city departments to develop marketing campaigns, designs promotional materials, and supports public outreach efforts. Additionally, the role involves monitoring and analyzing communication metrics, assisting in brand management, and serving as a secondary public information officer when needed. This position also plays a vital role in organizing and attending community events, providing basic photography and videography services, and responding to media inquiries, all while ensuring alignment with the City's communication strategy.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Disseminates information through City communication venues, including social media platforms, City websites, and print ensuring a consistent brand identity.
- Works with departments to develop, design and produce written and visual content, including press releases, news items, brochures, flyers, advertising, direct mail, marketing, website, and social media content.
- Performs a variety of printing and graphic arts activities involved in the design, layout, and production of projects.
- Provides basic photography and videography services for the City and maintains the City's photo and video library.
- Assists in the oversight of city brand management on all social media and marketing platforms; reviews the creation of content by others and ensures staff understands and utilizes the brand appropriately.
- Monitors activities requiring outreach assistance; collects data, tracks various communication metrics, analyzes marketing effectiveness, and provides recommendations for future programs and methods of outreach.
- Designs and coordinates the purchase of promotional advertising and items through newspapers, businesses, and other outlets.
- Assists in the implementation and maintenance of the City's communication plan.
- Composes, edits, and proofreads marketing and promotional materials for various City departments.
- Develops and implements awareness and educational programs; plans, coordinates and attends public events, workshops, conferences, meetings, and special events.
- Serves as a secondary public information officer for media relations.

- Analyzes, researches, and prepares a variety of reports.
- Responds to inquiries and requests for information.
- Performs related duties as required.

Qualifications / Requirements

DESIRABLE QUALIFICATIONS:

Knowledge of:

- Public relations, communications and marketing practices and procedures.
- City and department organization, policies, and procedures.
- Principles and techniques of public outreach, communication, including written, visual, and public speaking.
- Principles and processes of graphic design and layout techniques, including, illustrations, animation, video, website, and similar design skills; graphic design software such as Adobe Creative Cloud applications and desktop publishing software.
- Standard office applications including computer software such as Microsoft Office.
- Principles and practices of digital outreach, including social media and websites.
- Proper English usage, grammar, spelling, punctuation, and vocabulary.
- Techniques for developing and producing audiovisual presentations.
- Online and social marketing; media planning and optimization; and data and analytics research and reporting.
- Principles and practices of supervision.

Skill in:

- Producing marketing materials utilizing desktop publishing software and other graphics software.
- Public contact and customer service.
- Multi-tasking and organization.
- Planning, coordinating, and promoting government programs, services, outreach, and education.
- Interpreting and explaining government programs, policies, and procedures.
- Learning and implementing new marketing and communication strategies and technology.

Ability to:

- Assist with the development of communication plans, materials, and presentations.
- Communicate effectively in written and oral form.
- Develop and maintain effective working relationships.
- Evaluate, train and supervise the work of assigned personnel.
- Effectively listen and provide assistance to internal and external customers in a professional and courteous manner.
- Quickly and effectively respond to changes in direction.
- Use excellent time-management and work prioritization skills; work quickly and effectively with short deadlines, and tight schedules.

EXPERIENCE AND EDUCATION:

Any combination equivalent to experience and education that could likely provide the required knowledge, skill, and ability is qualifying. A typical way to obtain the knowledge, skill, and abilities would be:

- BA/BS degree in marketing, communications, public relations, journalism, public administration or a related field from an accredited college or university.

- One (1) year of professional experience in public relations, marketing/communications, graphic design, or public outreach activities.

SPECIAL REQUIREMENTS:

- Possession of a valid California Driver's license by time of appointment.

Additional Information

PHYSICAL STANDARDS:

Positions in this class are typically situated in a standard office environment resulting in little exposure to the weather but may work in the field which may result in exposure to the elements. Moderate physical work may be required including walking, standing, and lifting and carrying equipment weighing up to 50 pounds.

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.
- 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.

ACKNOWLEDGEMENT

A review of this position has excluded the marginal functions of the position that are incidental to the performance of essential job duties. The duties and responsibilities are essential job responsibilities and requirements and are subject to possible modification to reasonably accommodate individuals with disabilities. To perform this job successfully, the incumbent(s) will possess the knowledge, skills and abilities to perform each duty proficiently. The requirements listed in this document are the minimum levels required for this position.

I acknowledge that I have received a copy of this position description.

Print Name _____

Signature _____

Date _____

CITY OF MCFARLAND
POSITION & SALARY RANGE LIST
EFFECTIVE 07/01/2024-06/30/2025

CONTRACT EMPLOYEES

City Manager	Contract
Police Chief	Contract
Police Captain	Contract
Finance Director	Contract
Public Works Director	Contract
Community Development Director	Contract
Human Resources Director	Contract
Assistant Public Works Director	Contract

CITY COUNCIL - MONTHLY

City Councilmembers	\$200
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NON- EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

TITLE	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP A	STEP F
Administrative Assistant I	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Accounting Clerk I	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Community Service Officer	15	1,453.42	1,526.99	1,604.29	1,685.51	1,770.83	1,860.48	18.17	23.26
Street Maintenance I	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Wastewater Treatment Plant Operator In Training	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Water Operator In Training	16	1,489.75	1,565.17	1,644.40	1,727.64	1,815.10	1,906.99	18.62	23.84
Transit Operator	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Accounting Clerk II	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Animal Control/Code Enforcement Officer	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Police Office Technician	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Community Development Technician	19	1,604.30	1,685.51	1,770.84	1,860.48	1,954.67	2,053.62	20.05	25.67
Sweeper/Street Maintenance Worker I	21	1,685.52	1,770.84	1,860.49	1,954.67	2,053.62	2,157.58	21.07	26.97
Water Operator I	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Wastewater Treatment Plant Operator I	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Facilities Maintenance Specialist	22	1,727.65	1,815.11	1,907.00	2,003.54	2,104.96	2,211.52	21.60	27.64
Police Emergency Dispatcher	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	29.77
Accounting Clerk III	25	1,860.49	1,954.68	2,053.63	2,157.59	2,266.81	2,381.57	23.26	29.77
Administrative Assistant II	26	1,907.01	2,003.55	2,104.97	2,211.53	2,323.48	2,441.11	23.84	30.51
Water Operator II	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Wastewater Treatment Plant Operator II	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Crime Scene Technician	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Police Officer Reserve/Trainee	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Communications and Marketing Specialist	27	1,954.68	2,053.63	2,157.59	2,266.82	2,381.57	2,502.13	24.43	31.28
Animal Control Supervisor	29	2,053.64	2,157.60	2,266.82	2,381.58	2,502.14	2,628.80	25.67	32.86
Communication/Records Supervisor	30	2,104.98	2,211.54	2,323.49	2,441.12	2,564.69	2,694.52	26.31	33.68
Staff Accountant	32	2,211.54	2,323.50	2,441.12	2,564.70	2,694.53	2,830.94	27.64	35.39
Parks and Streets Maintenance Supervisor	32	2,211.54	2,323.50	2,441.12	2,564.70	2,694.53	2,830.94	27.64	35.39
Police Officer	33	2,266.83	2,381.59	2,502.15	2,628.81	2,761.89	2,901.71	28.34	36.27
School Resource Officer	33	2,266.83	2,381.59	2,502.15	2,628.81	2,761.89	2,901.71	28.34	36.27
Building Inspector I/Code Enforcement Officer	35	2,381.59	2,502.15	2,628.82	2,761.90	2,901.71	3,048.61	29.77	38.11
Grant Manager	36	2,441.13	2,564.71	2,694.54	2,830.95	2,974.26	3,124.82	30.51	39.06
Police Corporal	37	2,502.16	2,628.82	2,761.90	2,901.72	3,048.61	3,202.94	31.28	40.04
Wastewater Treatment Plant Operator III/ Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Water Operator III/Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Accounting Supervisor	38	2,564.71	2,694.55	2,830.95	2,974.26	3,124.83	3,283.02	32.06	41.04
Police Sergeant	41	2,761.91	2,901.73	3,048.62	3,202.96	3,365.10	3,535.45	34.52	44.19

EXEMPT EMPLOYEE PAY SCHEDULE - BIWEEKLY

HOURLY PAY

City Clerk (Non-Certified)	35	2,381.59	2,502.15	2,628.82	2,761.90	2,901.71	3,048.61	29.77	38.11
City Clerk (Certified)	41	2,761.91	2,901.73	3,048.62	3,202.96	3,365.10	3,535.45	34.52	44.19
Assistant Engineer/Projects Manager	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00
Senior City Planner	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00
Finance Manager	46	3,124.85	3,283.04	3,449.24	3,623.85	3,807.30	4,000.04	39.06	50.00



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 11.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT WITH DEWBERRY ARCHITECTS FOR THE DESIGN OF THE NEW POLICE STATION AND AUTHORIZING A BUDGET ADJUSTMENT OF \$748,728

SUMMARY:

In 2023 the City of McFarland was allocated a total of 5 million dollars for the design and construction of the New Police station, through State Allocation by Senator Melissa Hurtado and Assemblymember Dr. Jasmeet Bains.

In September of 2023, Staff commenced with the conceptual design of the new Police station. Once the Conceptual Design of the Police Station was complete, staff put out a Request for Qualifications (RFQ) inviting qualified Architectural Firms interested in the Complete Design of the Police Station.

On July 18th 2024 the Consultant Selection Committee, comprised of the City Manager, Community Development Director, and Public Works Director, received and opened Statement of qualifications from a total of (8) Architectural Firms. The firms that responded to the RFQ are: Dewberry, PBK, Klassen, Teter, 4 Creeks, Darden, Ordiz Melby, and BFK.

After thorough review of the statement of qualifications from all Architectural firms, the selection committee selected the top (3) responders to move on to the interview process. The selection was based on the Evaluation Criteria Set forth in the RFQ Section 4. sub section B as listed Below.

1. Professional experience of the firm in relation to the work to be performed;
2. Professional experience of the principals to be assigned to the Project;
3. Experience and training of key personnel;
4. Demonstrated ability to prepare accurate estimates and to design projects within a stipulated budget;
5. Nature and quality of recently completed work, especially if a re-use of plans is proposed;
6. Reliability, continuity and location of the firm and sub-consultants;
7. Availability of the proposed team members;
8. Previous references relative to projects of similar size and function;
9. Display of understanding of the Project scope and requirements;

10. Knowledge of applicable federal, state and local codes;
11. Familiarity in compliance with disabled veteran business enterprise requirements;
12. Any other consideration deemed relevant
13. Experience with Modular Design/Construction is Highly Desirable.

The top selected Architectural Firms were as follows:

- Teter Architects
- Dewberry Architects
- PBK

On August 1, 2024 a notice was sent to the top (3) Architectural firms notifying them of their rank and inviting them to an interview. Interview format and Instructions were provided to the top(3) Architects and interviews were scheduled.

After conducting the interviews with the top(3) Architectural Firms, the Selection Committee including Chief of Police and the Mayor, concluded that Dewberry was the top candidate.

After Selecting Dewberry as the Top Candidtate, staff proceeded with checking references and entered into cost negotiations. The total cost for design services submitted by Dewberry is \$1,088,728. This cost is consistent with the cost of design for projects of this size which typically amounts to 10% of the total construction cost. The estimated construction cost is \$12,500,000.

FINANCIAL IMPACT:

The financial impact for the design of the police station is \$1,088,728. The FY24-25 Capital Improvement Program (CIP) budget currently allocates \$340,000 to this project. As such, a budget adjustment of \$748,728 is required to cover the difference. The City has \$5 million held in reserve from the grant awarded by Senator Melissa Hurtado and Assemblymember Dr. Jasmeet Bains, which will fully cover the cost of the design, ensuring there is no financial impact on the General Fund.

RECOMMENDATION:

Staff recommends approval of the award of an architectural services agreement with Dewberry Architects for the design of the new police station, and approving a budget adjustment of \$748,728 to ensure full funding.

ATTACHMENTS:

1. Arch_Services - DEWBERRY - Statement of Qualifications
2. City of McFarland - RFQ - Bid opening
3. McFarland - Police Station RFQ Arch - Procurement Packet
4. City of McFarland - Arch Services Interview - PD Station_Redacted
5. Dewberry Arch - Consultant Agreement

RESOLUTION NO. 2024-121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING
AN AGREEMENT WITH DEWBERRY ARCHITECTS FOR THE DESIGN OF THE NEW
POLICE STATION AND AUTHORIZING A BUDGET ADJUSTMENT OF \$748,728**

WHEREAS, the City of McFarland was allocated a total of 5 million dollars for the design and construction of the New Police station, through State Allocation by Senator Melissa Hurtado and Assemblymember Dr. Jasmeet Bains; and

WHEREAS, staff put out a Request for Qualifications (RFQ) inviting qualified Architectural Firms interested in the Complete Design of the Police Station; and

WHEREAS, the Consultant Selection Committee, comprised of the City Manager, Community Development Director, and Public Works Director, received and opened Statement of qualifications from a total of (8) Architectural Firms; and

WHEREAS, the selection committee selected the top (3) responders to move on to the interview process. The selection was based on the Evaluation Criteria Set forth in the RFQ Section 4. sub section B; and

WHEREAS, The top selected Architectural Firms were Teter Architects, Dewberry Architects, and PBK Architect; and

WHEREAS, On August 1, 2024 a notice was sent to the top (3) Architectural firms notifying them of their rank and inviting them to an interview. Interview format and Instructions were provided to the top(3) Architects and interviews were scheduled; and

WHEREAS, the Selection Committee including Chief of Police and the Mayor, concluded that Dewberry was the top candidate; and

WHEREAS, Dewberry's proposal for design services amounts to \$1,088,728, and the FY24-25 CIP budget currently allocates \$340,000 to this project, requiring a budget adjustment of \$748,728;

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 Architectural Services contract agreement with Dewberry Architects, Inc.. for Architectural services for the design of the new Police Station in the amount of \$1,088,728.
3. A budget adjustment of \$748,728 is authorized to ensure full funding for the project.
4. The City Clerk shall certify the passage and adoption of this resolution.
5. This resolution is effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of McFarland on October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

CITY OF MCFARLAND

New Police Station

JULY 18, 2024



SUBMITTED BY

Dewberry Architects Inc.
1760 Creekside Oaks Drive, Suite 280
Sacramento, CA 95833
916.239.7244

SUBMITTED TO

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

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COUNTRYSIDE POLICE DEPARTMENT AND CITY HALL City of Countryside, IL
.....



TAB 1: Introductory Letter

City of McFarland - New Police Station
Qualifications for Architectural Services



July 18, 2024

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

RE: Qualifications for Architectural Services - New Police Station

Dear Mr. Hernandez and Members of the Selection Committee,

Your project represents the start of a unique opportunity to enhance community services through a previous plan for the design of your new Police Station. We are excited to share with you why we believe Dewberry would be a good partner to help you achieve this goal.

Many of the projects our team has had the privilege of working on start much like your project; with Cannon and RED having recently performed an in-depth needs assessment and concept planning process. Through confirmation of the existing site and floor plans, a clear concept emerges and is selected by the City and Police Department to move forward into the full design process and construction of your new facility.

As you will find in our enclosed qualifications, planning, programming and the implementing the design of public safety and municipal facilities is well-established at Dewberry:

- **We have assembled a team specific to your project** with public safety design professionals who offer experience, commitment, and expertise for all types and sizes of police facilities.
- **Our thought leaders regularly speak on future police facility building trends**, security and facility protection, and cost-saving design strategies.
- **With over 150 police projects around the country, Dewberry is a recognized leader** in civic facility planning and design.
- **Our award-winning projects are highly functional solutions that enhance communities** – recognized nationally by architects, municipalities, and public safety agencies.

Dewberry is grateful for the opportunity to propose on your project, and we enthusiastically submit our qualifications as outlined in our response to your RFQ. Our team has carefully studied the shared documents and reviewed all information to verify that our response is tailored to your specific needs. **We acknowledge receipt of Addendum 01, 02 and 03.**

Our entire team stands ready to assist the City of McFarland and your Police Department in any way possible. Please do not hesitate to contact me if you have questions or need additional information.

Sincerely,



Patti Esposito RA, LEED AP, DBIA
Senior Project Manager
Associate Principal | Office Director
pesposito@dewberry.com
D 916.239.7268



TAB 2: Organization and Approach

City of McFarland - New Police Station
Qualifications for Architectural Services



Organization and Approach

Firm Background

Dewberry is a leading professional services firm with a proven history of providing architecture, engineering, and management and consulting services focused on the design of public facilities. We have completed projects for governmental clients on the County, State and Federal levels.

Established in 1956, Dewberry has 2,500+ professionals and more than 60 locations nationwide, including multiple offices in California.

Dewberry strives to provide innovation and design excellence on every project we undertake, and we pride ourselves on our ability to help clients problem-solve to implement their own unique vision. Offering a complete range of services to our clients, from feasibility studies to construction administration and from programming to cost estimating, we have developed a reputation for reliability and full-service design solutions.

As a firm, our architectural and engineering practice has earned over 500 design awards on national, regional, and local levels, and we continue to remain on the leading edge of design in all of our market sectors. It is our mission to improve the quality of life in the communities in which we live and work through our projects.

National Public Safety Practice

Dewberry is passionate about public safety and municipal design. Our professionals regularly speak at the national and regional International Association of Chiefs of Police (IACP), local Fire Chiefs Associations, and Academy of Architecture for Justice conferences each year. For the past four years - in collaboration with the IACP - our thought leaders have led several three-day Police Facility Design & Planning Seminars. We are qualified professionals that offer experience, commitment and design capability for all types and sizes of combination public safety facilities.

For Dewberry, design begins and ends with the client relationship. We believe that getting to know our clients allows us to design facilities that respond to departmental needs and reinforce a sense of civic integrity in their communities.

We provide our clients with intelligent, responsive and innovative design solutions that are durable, highly functional for 24/7 activities, and cost-effective for long-term investment. Our approach to public safety and municipal design is driven by programmatic and space needs and dedicated to designing for function, adjacency relationships and each department's mission.

We follow through on our corporate mission by providing innovation and design excellence on every project we undertake.



A LOCAL PROJECT MANAGER:

Patti Esposito is a registered California architect experienced in all phases of the process with nearly 35 years of experience in community facility planning, architecture, and construction.



A QUALIFIED TEAM: Dedicated local staff and 2,500+ employees across the company, with the capacity to prioritize this project - quickly and effectively responding to your needs.



SPECIALIZED KNOWLEDGE:

Dedicated Public Safety Subject Matter Experts for the planning and design of police facilities.



AVAILABLE IMMEDIATELY:

Committed to providing the City of McFarland with an inclusive architectural partnership to make this project a success.



MULTIDISCIPLINARY IN-HOUSE

CAPABILITIES: Architecture staff and local consultants with experience in public projects, along with national expertise in public safety projects.



PROVEN TRACK RECORD:

Partnerships with clients such as the Cities of Bakersfield, Fowler, Hayward, Benecia, Garden Grove, and Placerville.

Dewberry has a successful history of collaborating with the following engineers and specialty consultants on projects similar to the scope of your project. They have been specifically selected to support our Project Approach in anticipation of a variety of services that may be required. In addition to this consulting team, we are prepared to work with other professional disciplines as the City sees fit, and as the project requires.



Founded in 1960, KPFF Consulting Engineers is one of the largest civil engineering firms on the West Coast. They successfully leverage the resources of their firm while maintaining the personal contact they view as essential. With over 1,300 employees nationwide, their 19 offices are located across the United States, spanning from coast to coast.



Established in 1992, Crosby Group is an award-winning innovator in structural engineering and advanced seismic solutions, going beyond convention to offer creative alternatives to design challenges. Their comprehensive design services include new/renovation design, seismic evaluation/retrofit, constructability/peer review, BIM modeling and LEED partnering to both public and private clients.



P2S Engineering is an award-winning full-service mechanical, electrical, plumbing, commissioning, energy and technology engineering firm. A leader in high-performance green building standards and projects, P2S has successfully designed a number of green buildings that employ efficient systems, renewable power sources, minimize natural resources and offer reduced operation and maintenance costs.



Since 1939, Jensen Hughes has been dedicated to fire protection engineering, initially in the United States and now worldwide. Today, their expertise, commitment and passion extend across additional domains — including accessibility consulting, risk and hazard analysis, process safety, forensic investigations, security risk and emergency management as well as digital innovation across many of our services.

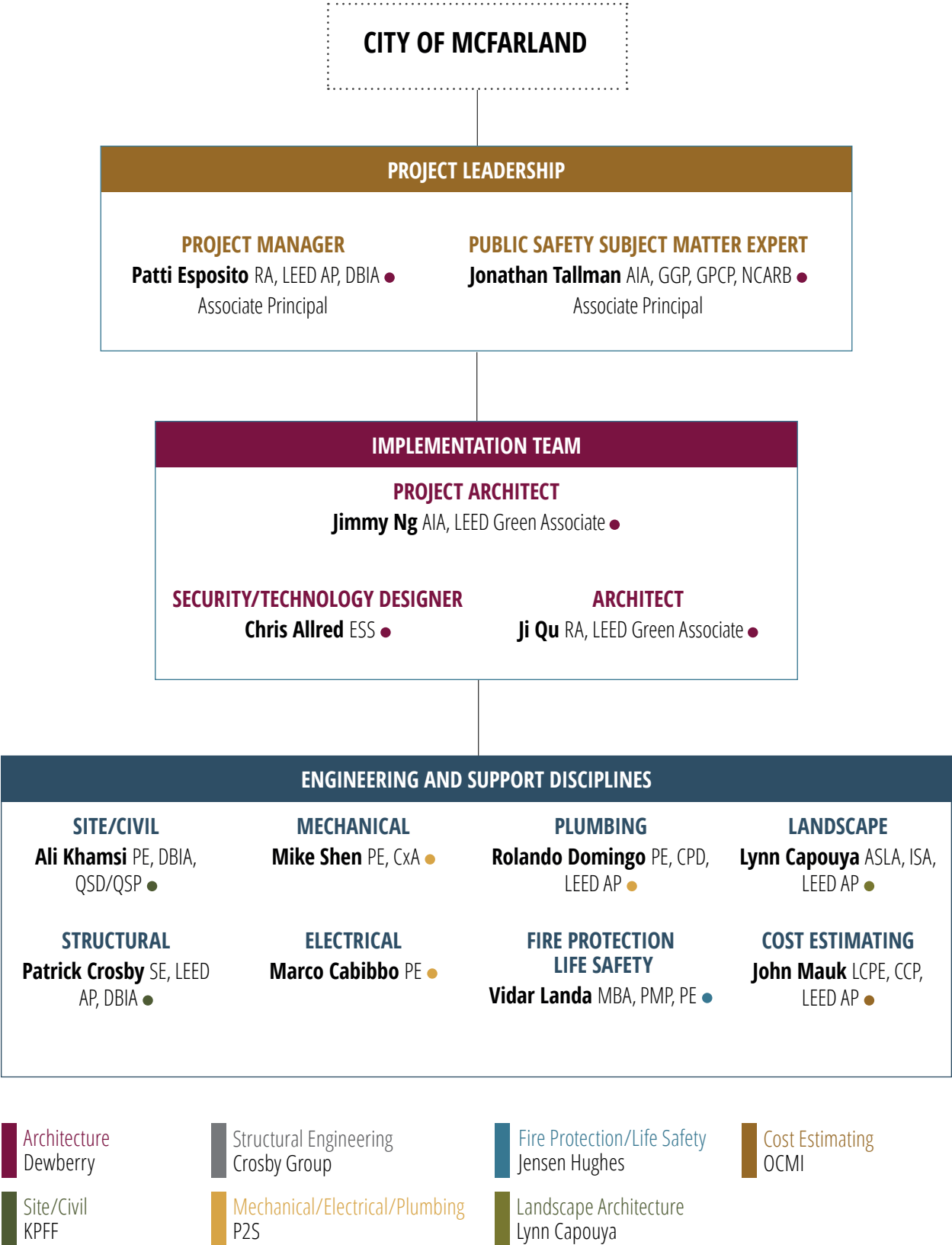


Lynn Capouya, Inc. (LCI) founded in 1979 is a full service landscape architectural design firm specializing in sustainable landscape design for public works, infrastructure, master plan, sustainability, and campus projects. Headquartered in Irvine, CA, LCI maintains a staff of 10 full time employees, including three licensed landscape architects, two LEED accredited professionals, two certified Arborists and a certified irrigation designer/water auditor. LCI is SBE and WBE certified.



Founded in 1982 by Colm O'Connor, OCMI leads the way in estimating, project controls, and construction management solutions. They are a certified Service-Disabled Veteran-Owned Small Business with offices nationwide. OCMI customizes their solutions to meet the needs of a diverse group of clients and projects of any size. Their primary focus is to independently protect the best interests of clients by managing risk and bringing value to the design and construction process.

Organization Chart



Evaluation Criteria and Project Management Approach

Dewberry's experience with planning and designing police stations and other public safety facilities has been demonstrated through delivering hundreds of successful projects to cities, counties, and other government agencies across the nation. Our team's qualifications and experience are specifically aligned with the scope of services outlined in your RFQ.

The required information regarding specific project examples, key personnel qualifications, and experience are provided in detail within the sections that follow. Below, we have addressed each of your evaluation criteria items, which summarize our following areas of expertise:

1. PROFESSIONAL EXPERIENCE OF THE FIRM

WORKING WITH MUNICIPALITIES

Dewberry is experienced at working with police departments, council members, city managers, public works departments and other staff members. We understand the enormous responsibility of adhering to budgets approved by taxpayers and addressing the concerns of officials.

PLANNING, EVALUATIONS, AND STUDIES

Our planning experience includes, but is not limited to, the preparation of needs assessments and feasibility studies, the development of space guidelines, programming and design of public facilities, site evaluation and planning, conceptual design, production of construction documents, and construction administration.

With your project, planning will be limited to early meetings to learn about what your staff have completed to date, understanding of how the program was established and discussion around optimal workflow for the staff of the police department.



Public Safety Subject Matter Expert, Jonathan Tallman, Leads a project worksession for the Bakersfield Police Department
BAKERSFIELD, CA

MUNICIPAL POLICE STATION DESIGN

Our designs involve the use of multiple strategies focused on community-oriented policing:

Organizational Transformation Strategy - This approach deals with how the police-community relationships can change the attitude of the community. It requires decentralization of resources to give the police department a better understanding of the neighborhood, by frequent contact between the police and community. These goals can be accomplished through design, for example, with community room and training rooms that can be used by both the police and community.

Another strategy would be to provide a volunteer community-led public safety approach by creating a space for these volunteers to support dispatch, crime scene forensic, record keeping and other administrative duties.

Community Partnerships Strategy - Our designs develop a strong relationship between the community and police. The architecture of the building design reflects the culture of the community through its use of material, style, and historical elements. Vital community resources are often included to encourage community interaction such as meeting rooms, public plazas, and community kitchens. In these ways, your facility design promotes strong partnership between your organization and the community

Problem Solving Strategy - Dewberry's law enforcement planning expertise allows us to identify project challenges and provide innovative solutions that support community oriented policing initiatives while maintaining operational efficiency, safety, and security. Our designs optimize the ability to engage the community through efficient designs that minimize square footage and reducing costs.



FOWLER POLICE HEADQUARTERS AND SENIOR CENTER
City of Fowler, CA

Design of Public Facilities - There are several key factors that influence community engagement with public facilities. These are just a few of the considerations that the Dewberry team has considered when integrating public facility design into police stations:

- **Exterior Façade** – Welcoming architectural style and elements that fit into the community surrounding
- **Interior Spaces** – Warm, engaging spaces with natural light and good acoustics. Movable furniture that allows for public events.
- **Multi-functional Spaces** – Creating spaces that can serve both the community and functionality of the Department. For example, a community room can also serve as an EOC or briefing room and accommodate the necessary security barriers between the secure side of a police facility and community side.

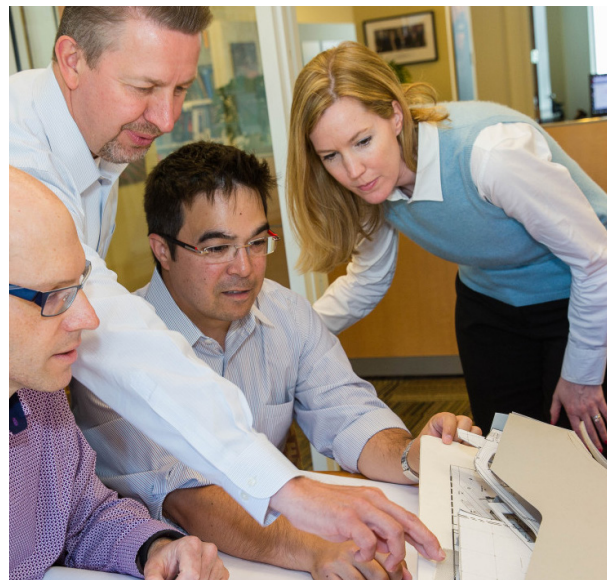
2. PROFESSIONAL EXPERIENCE OF THE PRINCIPALS AND TEAM LEADERSHIP

Dewberry promotes a principal-led approach in all of our projects. The City of McFarland can be confident that this team's leadership is highly qualified and experienced in planning and design, project oversight, monitoring the dedication of time and resources, adherence to schedules and budgets, and managing quality work of the team and subconsultants – specifically for public safety projects.

Our **Project Manager, Patti Esposito**, brings the advantage of nearly 35 years of project management experience in both the architectural design and construction sides of the industry. Her keen insight and awareness will prove particularly valuable to this project during the confirmation of scope alignment with budget and schedule, in addition to value engineering.

Jonathan Tallman, Public Safety Subject Matter Expert, has led many design teams for police and other public safety facilities in California and throughout the country. He has worked with this specific team and sub-consultants to provide our clients with quality services and successful project outcomes. Jonathan is a proud member of the International Association of Chiefs of Police (IACP) and has worked in conjunction with the organization to lead bi-annual training seminars for the past four years. In 2016, he also co-authored the IACP Planning Design Guidelines for Police and Training Facilities.

Patti and Jonathan are both Associate Principals of Dewberry and Directors of their respective offices. In addition to the information above, resumes detailing their qualifications and experience can be found following this section.



3. EXPERIENCE AND TRAINING OF KEY PERSONNEL

We have carefully matched your project to the experience and technical abilities of each team member and sub-consultant according to their familiarity working together and experience with projects that are similar to the scope of services outlined in your RFQ. Dewberry strives to hire and work with the most talented and dedicated professionals in the industry who specialize in and are passionate about the specific projects that make a difference in the lives of communities where many of them live and work. Each team member holds the required license, certification, or training for his or her discipline and role for this project. Many have supplemental training beyond the minimum requirements to provide our clients with the best available talent and services. The detailed experience of each of our key personnel can be found on their individual resumes following this section.



STANISLAUS COUNTY PUBLIC SAFETY CENTER
Modesto, CA

4. PREPARING ACCURATE ESTIMATES WITH A STIPULATED BUDGET

Budgetary cost estimating will be a critical component of this project. From the initial project kick-off meeting, our team will confirm the necessary understanding of the project scope and program needs required to prepare accurate budgetary cost estimates. By asking detailed questions, benchmarking against historical project cost data, identifying potential budget risks, and collaborating on design options, we develop a comprehensive project budget early in the design process.

By providing cost estimates at key design milestones and staying actively engaged with all stakeholders, Dewberry has a consistent track record of accurate cost estimates, giving the City and Police Department the confidence to move into the next phase of your project. Our estimated project costs outline all costs needed for the completion of your project including anticipated escalation, regional cost factors, material and labor factors.

Also included in the project costs are appropriate contingencies (owner, contractor, and construction), regulatory fees, testing, FF&E (fixtures, furniture, and equipment), and any professional fees needed for the project.

Dewberry uses multiple cost control procedures and support systems as part of our standard management design tools during every phase of the project. Please see our Scope of Work behind Tab 4, where we have outlined specific strategies and ideas to maximize and maintain your project's budget.

5. QUALITY OF WORK/RE-USE OF PLANS QUALITY OF WORK

As stated, specific details regarding the nature and quality of our relevant projects can be found in the sections that follow. Dewberry emphasizes quality throughout the entire design process, which results in more than just relying on checking procedures. Although formal checking and review procedures are necessary and conducted by Dewberry as our standard process, they are ideal for catching inaccuracies and facilitating additional coordination requirements to strengthen the quality. For Dewberry, quality is prioritized *throughout* the project and goes well beyond checking documents during the design process. It begins with the management of the team using the Edward Deming principles of the PDCA (Plan-Do-Check- Act) framework, which is a continuous process for every project.

We will create a project plan at the beginning of design to execute the work (SD, DD, CDs), check the work at each design phase (QC) and act (lessons learned).

During the project kickoff meeting with the City, Police, project stakeholders and our team, we will establish a list of critical success factors for your project, which are re-evaluated and updated at every design phase or design milestone. This process identifies potential risks associated with the project and allows our team to develop a plan to mitigate the risks.

The Dewberry Team, if selected, will design the new McFarland Police Station using the 3-D environment, known as Building Information Modeling (BIM) or commonly known as Revit modeling software. This state-of-the-art software provides us the opportunity to perform clash detection analysis of building systems within the model and make corrections before the project is built. This assists in alleviating conflicts in the field that could lead to potential cost increases within the construction budget or affect the construction schedule.

Dewberry's Quality Control process is robust and requires the QC Reviewer to be independent and not involved with the production of the project but also a subject matter expert of the project type. The reviewer is trained in best practices and is considered as a subject matter expert for the building type they are reviewing.

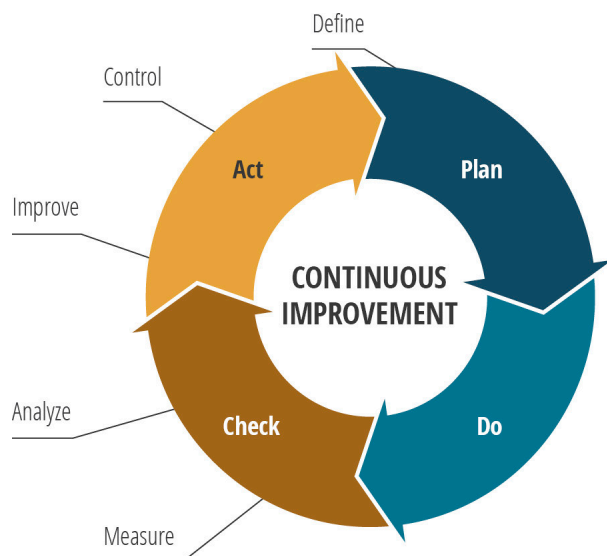
As part of our closeout procedures, it is Dewberry's policy for the team to review the project and discuss its successful and unsuccessful attributes. We then capture that information in a database to share with other team members so that we are continuously improving upon our internal processes and knowledge.

RE-USE OF PLANS

Dewberry understands that at times, a project's unique set of circumstances or certain delivery methods call for our team to work with documents previously created. Our professionals are experienced with this situation and we understand how this may best serve the client and the project in terms of meeting the projected budget and schedule.

We are prepared to respect the work that has been done to date and use that work as a jumping off point for our design work to provide the City the with a quick start to your project. Our team will work with your leadership to verify programmatic needs and work collaboratively on refinement of any current plans to meet code requirements and essential facility requirements for your new Police Station.

If the program and concept plans have already been finalized, meet the project's budget, and have been approved to the City's satisfaction, no further verification would be necessary and our fees would reflect the limited scope. If the work has been completed to understand the Department's space needs, and concept plans will also be provided, our fees will exclude time for program verification and concept planning.



6. RELIABILITY, CONTINUITY, AND LOCATION OF FIRM/SUB-CONSULTANTS

Dewberry selects staff and sub-consultants with extreme care to meet the needs of the client and specific requirements of each project we undertake. We take into account their location and proximity to the project site, but more importantly, we place emphasis on each professional's ability to work as an effective team member and to produce precise and thoughtful work.

On the resumes following this section, you will find each team member's location. We know there is no technology that can replace face-to-face interaction between project partners. Because this project is located between our Sacramento and Pasadena offices, it will be managed from Sacramento with the support of our Pasadena staff and national public safety subject matter experts. Our **Project Manager, Patti Esposito**, is committed to regular visits to McFarland (as determined by the City).

Our internal network of public safety and designers is vast and spans the country. We frequently use technology to share work, ideas, concepts, and best practices. SharePoint sites, virtual meetings, Microsoft Teams, and other collaboration tools are used to facilitate the sharing of knowledge internally as well as externally.

7. AVAILABILITY OF TEAM MEMBERS

Dewberry has confirmed that each of our team members and sub-consultants proposed for this project are available upon hire by the City and has the capacity to serve this project throughout its entirety. Our leadership is fully committed to monitoring the project to confirm that the necessary time and resources are dedicated to meeting the City's needs and specific requirements outlined in your RFQ for a successful project outcome.

Dewberry's 2,500+ employees include specialists in all facets of architectural and engineering services across the country – all accustomed to working together.

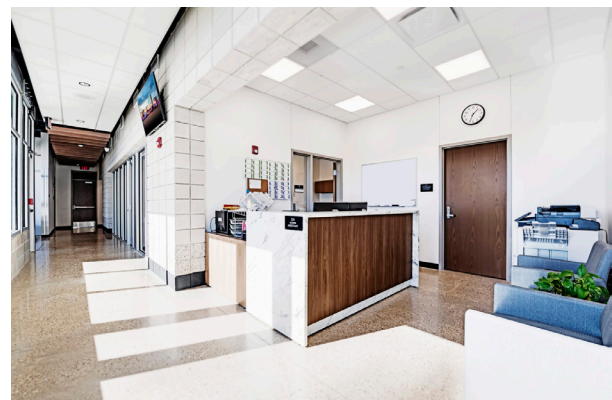
Our team of public safety specialists regularly service clients in a variety of geographic locations. We have the ability to call upon our vast source of firm resources, best practices, and expertise from our other award-winning professionals in Illinois, Virginia, Florida, Oklahoma, and Texas as needed. Our national subject matter experts can make frequent and responsive visits to McFarland and be readily available for meetings and presentations.

8. PREVIOUS RELEVANT REFERENCES

Dewberry is proud of the relationships we have developed over our long history of providing quality public safety design services, both in California and throughout the Country. Our references which can best attest to the consistency, reliability, and quality of our work that is most relevant to your project can be found on the specific project examples following this section.



COUNTRYSIDE CITY HALL AND POLICE DEPARTMENT
City of Countryside, IL



LUBBOCK POLICE SUBSTATION
Lubbock, TX



VENICE PUBLIC SAFETY BUILDING Venice, FL

9. UNDERSTANDING OF SCOPE AND REQUIREMENTS

It is our understanding that the City has undertaken the steps to achieve the necessary stakeholder involvement and feedback for your new Police Station. To make the most efficient use of your schedule and budget, we understand it is the City's intent and desire to expedite the design process with the use of plans from the previous design team of Cannon and RED. Dewberry is prepared to work with the City to evaluate and review your existing documents to confirm that previous planning and programming are in alignment with your budget and reflective of your Police Department's needs.

If there are discrepancies, our team can implement a value engineering effort to look for any cost-saving measures before moving into Design Development and the remaining design phases through Construction Documents, Bidding, and Construction Administration.

10. KNOWLEDGE OF APPLICABLE CODES

Dewberry understands the importance of providing a secure and efficient facility and an evidence storage management system that protects the chain of custody.

In addition to following the International Association of Chief of Police (IACP) Facility Planning and Design Guidelines, our subject matter experts design evidence storage



TOWN OF VIENNA POLICE STATION Vienna, VA

facilities according to the International Association for Property and Evidence (IAPE) Professional Standards. These guidelines serve as a basis of design that is customized to meet your agencies specific needs and to identify critical upgrades that are necessary for your proposed facility to accommodate a modern secure evidence storage space. Our design team will develop a risk assessment plan with the City and Police Department to identify and manage potential risks including terrorist or physical attacks as seen in recent riots across the nation.

The risk management plan will identify the source of the attack and intent, analyze historical attacks, and identify potential target locations. The results of this plan allow our team to design the site and facility to counter attacks through the use of CCTV systems, visitor screening, patrol and monitoring, secure shipping and receiving, access control, and alarm systems. To meet these demanding challenges, we use the "Crime Prevention Through Environmental Design" (CPTED) doctrine, which is considered the "Best Practice" design approach in the security industry today. CPTED is the process of fully integrating security within the architecture and site design of the facility. CPTED involves three major concepts: natural surveillance, natural access control and territorial reinforcement.

CODE COMPLIANCE AND ACCESSIBILITY

Having worked extensively with the public sector, we have familiarity navigating the approval process through the required agencies to help the project proceed in a timely manner. To work effectively with the agencies involved in a design project, it is important to maintain ongoing relationships with agency personnel with frequent in-person meetings.

Dewberry has formed valued relationships with many agencies, including the Board of State and Community Corrections (BSCC), the Division of the State Architect (DSA), the Office of the State Fire Marshal (OSFM), the Department of Finance (DOF) and State Public Works Board (SPWB), to name a few. These relationships have resulted in positive outcomes for our clients.

Our approach will be to identify “risk items” early in the project, especially those risk items that will potentially affect the project budget and schedule. The Dewberry team and our sub-consultants will work with your leadership to identify impacts of implementing the “Essential Services Act” and provide innovative design solutions that directly relate to keeping this project on schedule and budget.

Joining our team is Jensen Hughes who will provide ADA/Accessibility and Fire and Life Safety Code consulting. A firm regularly added to our team, they are recognized experts in their field with specialized knowledge of both California Building Codes and national/industry standards.



DEKALB POLICE HEADQUARTERS DeKalb, IL

11. COMPLIANCE WITH SDVOSB REQUIREMENTS

Service-Disabled Veteran-owned Small Businesses (SDVOSBs) are an important part of our Team. We have included OCMI, a certified SDVOSB firm we regularly partner with, to provide cost estimating services for this project.

Dewberry regularly teams with SDVOSBs and we are currently in a Mentor Protégé partnership with an SDVOSB firm. We rely on our subcontractors and select those that will help us deliver mission success while meeting and exceeding SDVOSB participation goals.



CITY OF DENVER POLICE SUBSTATION NO. 2 Denver, CO

At Dewberry, we are dedicated to the veteran community and proud to be a company that values and supports their service to our country. It is a community that runs deep in our culture, starting from our founder Mr. Sidney Dewberry himself, who served in WWII, to our current CEO Don Stone Jr., who served in the Army and is a graduate of The Citadel, along with countless other employees who we are proud to call our own.

As they transition back into civilian life, we have made it our mission to enhance this process by hiring veterans and offering them an opportunity to apply their skills in everyday work. We recognize and value their sacrifice, dedication, and patriotism that they have shown for their country.

12. OTHER CONSIDERATIONS DEEMED RELEVANT

SUSTAINABLE CONSTRUCTION AND OPERATING PRACTICES

Sustainable design solutions lead to lower operating costs, life cycle savings, healthier buildings, and/or environmental stewardship. These are the types of benefits that we like to offer our clients. Long before the development of the LEED rating systems, Dewberry was incorporating passive solar design, geothermal, and photovoltaic applications into our designs to limit the overall energy consumption of our client's buildings and their impact on non-renewable natural resources.

From building systems and infrastructure to interior finishes and furnishings, Dewberry designers have the tools, training, and experience to meet and exceed increasingly high levels of green design, creating buildings that benefit your organization and contribute to their environmental context – from building and site to regional and global ecosystems. As California architects and engineers, we design and live by the California Code of Regulations (CCR) and California Building Standards Code, often referred to as Title 24 of the CCR, along with Part 11 also known as the CALGreen Code.

At the Kick-off meeting, Dewberry will discuss any goals the City has to achieve best practices for implementing sustainability into your new police station.



TOWN OF VIENNA POLICE STATION - LEED SILVER Vienna, VA

13. EXPERIENCE WITH MODULAR DESIGN/CONSTRUCTION

Dewberry is familiar and experienced with modular design and construction, particularly from our deep bench of experience gained through correctional projects which have utilized this method on a large-scale basis. However, in assessment of the specific needs of this project, it is our professional opinion that modular design and construction would not benefit the City in gaining any long-term efficiencies in budget and schedule. We believe these gains are made on projects of a much larger scale.

Additionally, modular design and construction would not serve to provide the flexibility for programmed spaces that are typically required to best meet the needs of police departments and community-oriented facilities.



ROMEDEVILLE VILLAGE HALL + POLICE FACILITY Romeoville, IL



Patti Esposito RA, LEED AP, DBIA PROJECT MANAGER

LOCATION

Sacramento, CA

EDUCATION

BArch • California
Polytechnic
State University •
Architecture

YEARS OF EXPERIENCE

Total 34

Dewberry 2

REGISTRATIONS

Registered Architect
• CA (C-25246)

Designated Design-
Build Professional
(D-2510)

LEED Accredited
Professional

AFFILIATIONS

Design Build
Institute of America

PUBLICATIONS

Co-Author, "Aging
Inside the System
with Dignity"
Correctional News
March/April 2023

Co-Author, "Scope
Alignment - The
Critical Path"
Correctional News
July/August 2023

Patti has built a career in the A/E/C services industry spanning over 30 years in diverse roles from managing small design efforts to leading large-scale Design Build projects. She has worked with many public clients throughout the western region with a background that includes justice and civic facilities. With her wide-ranging background, she understands the process of each phase of design, construction, and approvals processes.

Patti will serve as the City's primary contact. She is responsible for the overall performance of the team, seeing that appropriate resources are committed to meeting project goals and objectives. She will establish consistent communication and accountability to keep project on schedule and within budget, verifying completions at each milestone.

City of Fowler Police Department, Fowler, CA. Facility and site assessment to evaluate an acquired senior center complex and parking lot, formerly the historic Fowler Hospital, for conversion into a new Police Headquarters and Senior Center. Followed with design implementation. (Project Manager)

Lake County Sheriff Administration Facility, Lakeport, CA. Conversion of a former National Guard Armory facility into space to support Lake County Sheriff's patrol and administrative staff. Includes office space, training rooms, records storage, evidence storage and evidence processing. (Project Manager)

Bakersfield Academy Training Facility Expansion, Bakersfield, CA. Dewberry was recently hired to update the master plan it previously completed for the Bakersfield Police and Academy to include the expansion of the Department's training facility. The expansion will consist of an agility course and a tactical training scenario village simulate real-life emergency events. Services include needs assessment, site analysis, and preliminary concepts. (Project Manager)

Stanislaus County Empire Community Library and Sheriff's Office, Empire, CA. This new community building accommodates welcoming access to a county sheriff's office to promote public transparency within the surrounding area. The facility includes an outdoor community area and library programming for adults, teens and children. (Previous Firm)

Hayward Police Locker Room Addition, Hayward, CA. Design for a new 5,500 SF locker room addition at the police department building for use separately by both male and female officers, employees or visitors. (Project Architect)



Jonathan Tallman AIA, GGP, GPCP, NCARB **PUBLIC SAFETY SUBJECT MATTER EXPERT**

LOCATION

Elmhurst, IL

EDUCATION

BA • University
of Kansas •
Architecture

YEARS OF EXPERIENCE

Total 21

Dewberry 17

REGISTRATIONS

Registered Architect
NCARB (97959)

Green Globes
Professional

Guiding Principles
Compliance
Professional

AFFILIATIONS

American Institute of
Architects (AIA)

International
Association of Chiefs
of Police (IACP)

PUBLICATIONS/ PRESENTATIONS

Co-Author, IACP
Planning Design
Guidelines-
Police Training
Facilities, 2021

Bi-annual Training
Seminars,
International
Association of Chiefs
of Police (IACP)

Jonathan is highly knowledgeable in providing space needs analysis, conceptual design, design development, and all phases of execution for public safety projects. His experience includes police, fire, and training facilities with a variety of integrated support spaces and civic functions.

Jonathan will work with the City and your stakeholders to validate your existing program and documentation, carrying forward the design implementation of your new police station. He will provide his expertise in police facility planning to confirm that the professional services already accomplished align with the specific needs of your facility.

Bakersfield Police Department Needs Assessment and Site Feasibility Study, CA. Space needs assessment and site feasibility study including evaluation of existing seven facilities, space needs assessment to accommodate growth, and determine scale and location of new facilities. (Subject Matter Expert)

City of Bakersfield Academy Training Facility, Bakersfield, CA. Dewberry was recently hired to update the master plan it previously completed for the Bakersfield Police and Academy to include the expansion of the Department's training facility. The expansion will consist of an agility course and a tactical training scenario village simulate real-life emergency events. Services include needs assessment, site analysis, and preliminary concepts. (Subject Matter Expert)

Town of Vienna Police Station, Vienna, VA. Planning, design and construction of a new 29,441 SF police facility. The existing police building was demolished and the existing site redeveloped to include the new building, parking for 63 vehicles and associated site improvements. (Subject Matter Expert)

Sand Springs Public Safety Facility, Sand Springs, OK. After performing a Facility Needs Assessment for the City of Sand Springs, Dewberry implemented the results of the study to design a new 39,100 SF facility that houses the Police, Fire, and Municipal Courts departments that share public amenity and program spaces. (Subject Matter Expert)

City of Garden Grove Police Space Assessment Study, Garden Grove, CA. Space needs assessment of the department's facilities: five separate buildings at three different locations to include headquarters, juvenile justice center annex, property/evidence building, special services annex and command post garage, and property/evidence storage annex. (Subject Matter Expert)



Jimmy Ng AIA, LEED GREEN ASSOCIATE PROJECT ARCHITECT

LOCATION

Sacramento, CA

EDUCATION

BA • University of California, Berkeley • Architecture

YEARS OF EXPERIENCE

Total 8

Dewberry 2

REGISTRATIONS/ PROFESSIONAL TRAINING

Registered Architect
• CA (CA40392)

LEED Green
Associate • CA
(11097606)

AFFILIATIONS

American Institute of Architects

Jimmy is an innovative registered architect well-versed in the entire design process. His extensive experience with public safety and community projects gives him a keen understanding of these specific client and stakeholder needs, and accompanying approvals processes. He works closely with clients to understand specific goals and objectives in order to establish a design that appropriately responds to functionality as well as building form, size, systems, and materials.

Jimmy will work with the team, City's leadership, and stakeholders to translate needs and objectives throughout the project – from program validation, to design development drawings, through final documents.

City of Fowler Police Department, Fowler, CA. Facility and site assessment to evaluate an acquired senior center complex and parking lot, formerly the historic Fowler Hospital, for conversion into a new Police Headquarters and Senior Center. Services are being followed with design implementation. (Project Architect)

Lake County Sheriff Administration Facility, Lakeport, CA. Conversion of a former National Guard Armory facility into space to support Lake County Sheriff's patrol and administrative staff. Includes office space, training rooms, records storage, evidence storage and evidence processing. (Project Architect)

Hayward Police Locker Room Addition, Hayward, CA. Design for a new 5,500 SF locker room addition at the police department building for use separately by both male and female officers, employees or visitors. (Architect)

Stanislaus County Health Services Agency, Modesto, CA. Program development, site selection and verification, conceptual, schematic, bridging design, and documentation to co-locate administration and public health functions. The final design of the two-story facility incorporated public facing functions, secure office space, a public clinic, and laboratory core and shell space equipped with infrastructure for future development. (Architectural Designer)

Placer County Community Behavioral Health Respite Center, Auburn, CA. Renovation and remodel of approximately 10,000 SF facility, located at the Placer County Government Center to provide short-term and interventional behavioral health support services to members of the community. Project will be partially funded through grant sources. (Project Architect)



Ji Qu RA, LEED GREEN ASSOCIATE ARCHITECT

LOCATION

Pasadena, CA

EDUCATION

MArch • Architecture
• University of
California, Los
Angeles

BS • Design and
Applied Arts • Tongji
University

YEARS OF EXPERIENCE

Total 7

Dewberry 2

REGISTRATIONS/ PROFESSIONAL TRAINING

Registered Architect
• CA (C37984)

LEED Green
Associate

Ji serves as architect to identify and execute creative design solutions that solve project challenges. He works effectively within the team by collaborating across multiple disciplines on key design decisions during all phases. His experience with a variety of police facilities is complemented by his keen attention to detail and documentation, and due diligence on local zoning and building codes.

Ji will work with the team and assist the Project Architect in developing design development drawings and construction documents, with particular focus on aligning client needs and functionality with building code and police facility standard industry requirements.

City of Anderson Police Department, Anderson, CA. After an assessment of their existing building, the City moved forward with Dewberry's recommendation for the design of a new police facility. The final report included a site analysis and conceptual design for two potential sites that illustrate parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations and constraints, and future expansion. (Architect)

City of Fowler Police Department Conversion and Renovation, Fowler, CA. Facility and site assessment to evaluate an acquired senior center complex and parking lot, formerly the historic Fowler Hospital, for conversion into a new Police Headquarters and Senior Center. Services are being followed with design implementation. (Architect)

City of San Marino Police Study, San Marino, CA. Study for a new facility to provide operational separations between department functions. The programming study accounts for staffing and operational planning that will develop area needs for department staff and their duties. (Architect)

Lake County Sheriff Administration Facility, Lakeport, CA. Conversion of a former National Guard Armory facility into space to support Sheriff's patrol and administrative staff. Includes office space, training rooms, records storage, evidence storage and evidence processing. (Architect)

Hayward Police Locker Room Addition, Hayward, CA. Design for a new 5,500 SF locker room addition at the police department building for both male and female officers, other employees or visitors. (Architect)



Chris Allred ^{ESS} SECURITY AND TECHNOLOGY DESIGNER

LOCATION

Phoenix, AZ

EDUCATION

AS • ITT Technical
Institute • Drafting

YEARS OF EXPERIENCE

Total 23

Dewberry 12

REGISTRATIONS/ PROFESSIONAL TRAINING

Electronic Safety
and Security (ESS)
Designer • (161012E)

As a skilled Technology and Security Designer, Chris supports the team with extensive professional expertise in the application of technology and physical security design for a variety of project types including public safety, civic and community facilities. He has provided complex and specialized services for police departments, fire stations, emergency operations centers, and a variety of civic and community facilities.

Chris will be responsible for the specific application and multi-system integration of all security electronics, technologies, including: intrusion detection, access control, video surveillance, public address sound reinforcement, intercommunication and PBX switchgear, data transmission, fiber optic networks, programmable logic controllers, radio communication dispatch base stations, personnel duress systems, and computer based touch screen control stations.

Stanislaus County Public Safety Center Expansion Projects, Modesto, CA. The project objective was to provide long-term value to the County by creating a facility that demonstrates exceptional performance, while requiring minimal maintenance by County Staff, throughout the building's life cycle. (Security/Technology Designer)

Stanislaus County Emergency Operations Center, Modesto, CA. Upgrade of the CCTV system and card reader system; evaluating exterior storage; and design of perimeter, high security fencing at the County's Emergency Operations Center. The 18,600 SF building serves as the emergency dispatch center for both the City of Modesto and Stanislaus County. (Security/Technology Designer)

Sand Springs Public Safety Facility, Sand Springs, OK. After performing a Facility Needs Assessment Dewberry provided design services for a new 40,000 SF facility to house the Police, Fire, and Municipal Courts departments, and to share public amenity and program spaces. (Security and Technology Designer)

Lawton Public Safety Facility, Lawton, OK. The 100,000 SF facility houses the City's police headquarters, central fire station, a large city jail component and municipal courts. (Security/Technology Designer)

Countryside Police Headquarters and City Hall, Countryside, IL. New combined services facility increases staff efficiency while maintaining a secure perimeter between public and private city functions. (Security/Technology Designer)



Ali Khamisi PE, DBIA, QSD/QSP
CIVIL ENGINEER

LOCATION

Irvine, CA

EDUCATION

BS • Civil Engineering
• University of
Waterloo

REGISTRATIONS

Civil Engineer • CA
(C74768)

Certified QSD/QSP
(00130)

Cal OES Safety
Assessment

Evaluator (82003)

Designated Design-
Build Professional

**YEARS OF
EXPERIENCE**

Total 30

KPFF 25

Ali has a wide range of experience that includes both civic and public safety projects. His areas of expertise include site development, grading, drainage, transportation, hydrology, hydraulics, storm water management, water quality, and utilities design.

Ali will be responsible for the overall site development, including all site utilities, grading, drainage and development of roadways, parking areas, sidewalks, and other site improvements as needed.

Garden Grove Police Space Assessment Study Garden Grove, CA.*
Evaluation of the existing police department facilities, identifying both physical and operational issues of space, layout, and detail including accessibility assessment of the existing parking lots.

Chino Hills Civic Center and Sheriff's Facility, Chino Hills, CA. A New one-story 30,000-SF sheriff facility, a two-story 55,000-SF city hall building, a one-story 28,000-SF library, a one-story 15,000-SF fire administration building, 500 space parking lot, and a new road connecting the new 26-acre Retail Center to another public road.

Los Angeles County Sheriff's Department Emergency Vehicle Operations Center, Castaic, CA. New construction of a 10,000-SF police training facility and four different driving scenarios which include a high-speed track, pursuit track, collision avoidance, and a skid pad, and construction of an employee parking lot and visitor parking lot with ADA path of travel on 50-Acres of land.

Golden West College - Criminal Justice Training Center, Huntington Beach, CA. A new two-story 39,000-SF building consisting of a multi-purpose rooms, classrooms, forced simulation room, faculty offices, lecture space, fitness lab, ready room, rocker rooms, armory, administration areas, and a conference room.

City of Santa Ana City Hall, Santa Ana, CA. Civil engineering for two new exterior ADA ramps at the City Hall building.

Yorba Linda Public Library and Cultural Arts Center, Yorba Linda, CA. A new two-story 50,000-SF library, a one-story 15,000-SF community center, and 32,000-SF parking lot with 97 stalls.

**Project with Dewberry*



Patrick Crosby SE, LEED AP, DBIA
STRUCTURAL ENGINEER



LOCATION

San Mateo, CA

EDUCATION

BS • Civil Engineering
• Santa Clara
University

Graduate work • U.C.
Berkeley and San
Jose State University

REGISTRATIONS

Civil Engineer • CA
(C34519)

Structural Engineer •
CA (2770)

Designated Design-
Build Professional

LEED Accredited
Professional

**YEARS OF
EXPERIENCE**

Total 45

Crosby 32

Patrick is intimately familiar with the needs and requirements of local City agencies, as well as the specific regulatory and design requirements of essential services and police facilities in California.

Patrick will conduct any required structural design verification and investigation, as well as structural planning, design, and implementation as needed.

Fowler Police Headquarters and Senior Center, Fowler, CA.*

Structural engineering for a new one-story, 15,000 SF building designed for essential services with a Police Headquarters consisting of lobby, offices, records, lockers, evidence storage, secure storage, fitness room, break room, investigations and briefing rooms, and community rooms and a Senior Center with reading room, community space, and kitchen.

Benicia Police Department Building Needs Assessment, Benicia, CA.*

Structural engineering design for a Needs Assessment of 1-story Police Department Building. The scope included a site investigation, a review of available documents, evaluation of code requirements and cost triggers, an ASCE 41 Tier 2 structural evaluation to validate existing structural integrity, evaluate options for inclusion of an Emergency Operations Center, cost estimates and a Seismic Assessment Report.

San Mateo County Regional Operations Center D/B, Redwood City, CA.

Provided structural engineering design for a new two-story, 37,000 SF Regional Operations Center. Designed as an Essential Services building, this 24/7/365 state-of-the-art facility brings the County's essential services operations into a united command.

Galt Police Headquarters Building, Galt, CA. Provided structural design for a new 21,520 SF Police Headquarters with emergency operations room, dispatch center, holding facilities, offices, locker rooms and exercise facilities, and training rooms. The design included the use of tilt-up panels and steel braced frames to provide security and meet essential-services code requirements.

American Canyon Police and Fire Facility, American Canyon, CA.

Provided structural design for a 21,694 SF facility comprised of a Police Department and Fire Department Building, and a police storage building, and emergency generator.

**Project with Dewberry*



Mike Shen PE, CxA
MECHANICAL ENGINEER

LOCATION

Long Beach, CA

EDUCATION

MBA • University of
Southern California

BS • Mechanical
Engineering •
University of
California, Los
Angeles

REGISTRATIONS

Mechanical Engineer
• CA (M32934)

Certified
Commissioning
Authority

**YEARS OF
EXPERIENCE**

Total 24

P2S 24

Mike has a wide range of experience in building types that include public safety and corrections facilities. He has provided mechanical engineering services on central plants, office buildings, laboratories, classroom buildings, equipment retrofits, and tenant improvements.

Mike will be responsible for the verification, design and development of mechanical engineering documents.

City of San Marino Police Department Needs Assessment, San Marino, CA.* Providing MEP support for San Marino Police Department Space Utilization and Needs Assessment.

City of Garden Grove Police Space Assessment Study, Garden Grove, CA.* Mechanical engineering services for space needs assessment of the department's facilities.

City of Long Beach Police Station Remodel, Long Beach, CA. Mechanical engineering services for police station facility renovation.

Orange County Sheriff's Department On-Call Contract, Orange County, CA.* On-call contract included sheriff station renovation, central jail administrative area improvements, security upgrades, ADA compliance renovations, and interior finishes upgrades.

County of Los Angeles Pitchess Detention Center, Castaic, CA. Mechanical building system upgrades for the Laundry Building.

San Gabriel Valley Service Center Maintenance Upgrades Assessment, South El Monte, CA. Facility condition assessment and energy efficiency retrofit project criteria for this design-build project. Project scope included central HVAC system upgrades with after-hours service for Sheriff's department offices and LED lighting retrofit.

Van Nuys Administration Center Maintenance Upgrades Assessment, Van Nuys, CA. Provided MEP facility assessment services and design-build bridging documents for the 10,000 SF Van Nuys Administration Center. The project scope included LED lighting upgrades, HVAC systems replacement, added HVAC zone controls.

**Project with Dewberry*



Marco Cabibbo PE
ELECTRICAL ENGINEER

LOCATION

Long Beach, CA

EDUCATION

MS • Electrical
Engineering • CSU
Long Beach

BS • Electrical
Engineering • Cal
Poly Pomona

REGISTRATIONS

Electrical Engineer •
CA (E17508)

Electrical Contractor
• CA (C10658090)

**YEARS OF
EXPERIENCE**

Total 38

P2S 9

Marco has provided electrical engineering services for a wide range of clients, ranging from public safety to industrial. His experience includes industrial power systems and instrumentation, and control system design. He has provided research, design, engineering, construction administration, and project management for facilities.

Marco will work with the team to provide verification, planning and design of all power distribution, lighting, and electrical systems.

City of San Marino Police Department Needs Assessment, San Marino, CA.* MEP engineering support services for the San Marino Police Department Space Utilization and Needs Assessment. (With Dewberry)

City of Garden Grove Police Space Assessment Study, Garden Grove, CA.* MEP engineering services for space needs assessment of the department's facilities. (With Dewberry)

Orange County Sheriff's Department On-Call Contract, Orange County, CA.* On-call contract included sheriff station renovation, central jail administrative area improvements, security upgrades, ADA compliance renovations, and interior finishes upgrades. (With Dewberry)

County of Los Angeles Internal Services Department, Van Nuys Administration Center, Van Nuys, CA. Provided electrical engineering services for maintenance upgrades assessment.

Metro East AP District Office HVAC Replacement, Los Angeles, CA. Developed design/build scoping documents to replace HVAC equipment, to include chillers, boiler, air handling units, hydronic piping, and garage ventilation system.

City of Pasadena Hale Building Assessments Upgrades, Pasadena, CA. Provided a report summarizing the existing systems, discussion of potential replacement options, and a recommendation for which option will provide the best life-cycle cost for the City, as well as a study evaluating four system options to replace the existing heat pump system

**Project with Dewberry*



Rolando Domingo PE, CPD, LEED AP
PLUMBING ENGINEER

LOCATION

Long Beach, CA

EDUCATION

BS • Mechanical
Engineering •
Bulacan State
University,
Philippines

REGISTRATIONS

Mechanical Engineer
• CA (M38758)

Certified in Plumbing
Design

LEED Accredited
Professional

**YEARS OF
EXPERIENCE**

Total 38

P2S 19

Rolando has extensive experience in engineering design, specifications, and construction support of plumbing and fire protection systems. His responsibilities have included the design of municipal facilities, commercial buildings, computer and electronic facilities, manufacturing plants, aerospace, and military hangars.

Rolando will be responsible for evaluating, planning and providing design for all plumbing systems.

City of San Marino Police Department Needs Assessment, San Marino, CA.* Providing MEP support for San Marino Police Department Space Utilization and Needs Assessment.

City of Garden Grove Police Space Assessment Study, Garden Grove, CA.* MEP engineering services for space needs assessment of the department's facilities.

Orange County Sheriff's Department On-Call Contract, Orange County, CA.* On-call contract included sheriff station renovation, central jail administrative area improvements, security upgrades, ADA compliance renovations, and interior finishes upgrades.

San Gabriel Valley Service Center Maintenance Upgrades Assessment, South El Monte, CA. Facility condition assessment and energy efficiency retrofit project criteria for this design-build project. Project scope included central HVAC system upgrades with after-hours service for Sheriff's department offices and LED lighting retrofit.

Metro East AP District Office HVAC Replacement, Los Angeles, CA. Developed design/build scoping documents to replace HVAC equipment, to include chillers, boiler, air handling units, hydronic piping, and garage ventilation system.

Iacoboni Library Maintenance Upgrades Assessment, Lakewood, CA. Provided repairs and preventative maintenance/replacement upgrades based on County furnished assessment report.

**Project with Dewberry*



Vidar Landa MBA, PMP, PE
CODE | LIFE SAFETY

LOCATION

Anaheim, CA

EDUCATION

MBA • California
State University

MS • Fire Protection
Engineering
• Worcester
Polytechnic Institute;

BS • Fire Protection
Engineering • Stord/
Haugesund College

REGISTRATIONS

Professional
Engineer • CA (FP
1622)

Project Management
Professional (PMP),
Project Management
Institute (PMI)
(3207540)

**YEARS OF
EXPERIENCE**

Total 23

Jensen Hughes 23

Vidar is a nationally an accomplished fire protection engineer who develops innovative and performance-based fire protection solutions for various facility types, including civic and public safety projects.

Vidar will verify code, fire protection and life safety systems, interfacing with the design team to provide necessary engineering design services.

Riverside East County Sheriff Department & Detention Center, Indio, CA.* Witness acceptance inspection and testing of the fire alarm system due to the scheduling constraints of the Office of the California State Fire Marshall (OCSFM). The OCSFM has authority having jurisdiction over this 600,000 SF detention center.

John Benoit Detention Center, Indio, CA. Technical Resource. Performed witness acceptance inspection and testing of the fire alarm system due to the scheduling constraints of the Office of the California State Fire Marshall (OCSFM). The OCSFM has authority having jurisdiction over this 600,000 SF detention center that recently added 1,200 beds.

Santa Clarita Sheriff Station, Santa Clarita, CA. Technical Resource. Offered subject-matter expertise to the team providing third-party smoke control special inspection and testing services for this one-story building, consisting of a vehicle maintenance building, a Sheriff's station and an inmate holding area.

Judicial Council of California, New Sacramento Courthouse, Sacramento, CA. Technical Resource. Provided fire protection and fire alarm design for a new 53-courtroom, 543,437 SF criminal courthouse located on a two-acre site at Sixth and H Streets in downtown Sacramento. The building will be an 18-story, high-rise building.

Judicial Council of California, Compton Superior Courthouse, Los Angeles, CA. Fire Protection Engineer. Provided fire protection and mechanical engineering services for the existing high-rise building, consisting of 14 levels at above grade, which currently houses courtrooms and support facilities, with a one-level parking garage, with mechanical rooms, at below grade.

**Project with Dewberry*



Lynn Capouya ASLA, ISA, LEED AP
LANDSCAPE ARCHITECT



LOCATION

Irvine, CA

EDUCATION

Bachelor of
Landscape
Architecture •
University of Arizona

REGISTRATIONS

Landscape Architect
• CA (2314)

LEED Accredited
Professional

Certified Arborist •
(WE-7769A)

**YEARS OF
EXPERIENCE**

Total 44

LCI 38

Lynn Capouya manages project design and delivery for landscape architecture, seeing that project submittals meet or exceed client expectations. She takes a 'hands on' approach to design and problem solving and participates in design charrettes and presentations.

Lynn will work with the team to evaluate landscape architecture and provide design services and implementation as needed.

Mira Loma Detention Center, Lancaster, CA.* Established landscape areas and created an entry plaza integrating a public art element. Worked with the City of Los Angeles and the Downtown Master Plan document to integrate the project into the fabric of the city. Three key focuses of the landscape design concept addressed security/safety, aesthetics, and Silver LEED Certification.

James A. Musick Facility, Irvine, CA. Led the landscape design component of the site analysis, master plan and conceptual design effort and later construction documentation and administration for this 100-acre facility. Strategic design efforts were made to screen the facilities from public view and blend into the local communities of Irvine and Lake Forest.

Orange County Probation Facility, Laguna Hills, CA. Full property renovation/remodel that included the site and parking lot upgrades to meet all code requirements, including water conservation and drought tolerant landscape. The new occupant for the property was the Probation Office (South County) for the County of Orange. The existing Building included approximately 14,700 square feet of constructed office space on a half-acre site.

Golden West Criminal Justice Training Center, Irvine, CA. Created a park scenario for passive recreation, biddle and grinder courses for physical training activities and memorial as a focal point next to the building's main entry. A number of prominent trees were protected while applicable stormwater techniques such as Modular Wetland Biofiltration systems were considered.

Los Angeles Metro Detention Center, Los Angeles, CA. Worked with the design team to establish landscape areas and create an entry plaza integrating a public art element. The Master Landscape design concept addressed security/safety, and aesthetics. LEED Silver Certification.

**Project with Dewberry*



John Mauk CCP, LCPE
COST ESTIMATOR



LOCATION

Irvine, CA

EDUCATION

BS • Construction
Management •
Cal Poly San Luis
Obispo

REGISTRATIONS

Certified Cost
Professional • AACE
International

Construction
Control Professional
• NACA

Lifetime Certified
Professional
Estimator • ASPE

YEARS OF EXPERIENCE

Total 35

OC 30

John has worked with architects developers, general contractors and construction management firms. His experience includes on-site field supervision, contract administration, change order analysis, preparing budgets, cost estimating, and claims analysis and negotiation.

John will assist with the development of cost estimates during the program validation, design development drawings, and construction phases of the project. He will also assist with value engineering.

City of Bakersfield Police Department, Space Needs Assessment, Bakersfield, CA.* Rough Order of Magnitude cost estimates for multiple facilities for the Bakersfield Police Department.

City of Fowler: Police Headquarters, Fowler CA.* Conceptual, SD and DD cost estimates for the conversion and renovation of the Fowler Police Department.

City of Garden Grove: Police Department Needs Assessment, Garden Grove, CA.* Rough Order of Magnitude cost estimates for infrastructure space needs assessment and feasibility study analysis for different schemes for complete renovation vs new build of existing 25,000 SF main police building, additional parking, including upgrades of mechanical and electrical systems.

Orange County Sheriff's Department: Courthouse, Locker Room Remodel, Santa Ana, CA.* SD Design level cost estimates for the North Justice Center locker room and offices.

City of Garden Grove: City Hall, Security Enhancement Design, Garden Grove, CA.* Conceptual, SD and CD cost estimates for security upgrades to access controls, cameras and security infrastructure on multiple floors of city hall.

County of San Bernardino: On Call Cost Estimating Services, San Bernardino, CA. Recent on-call construction cost estimating services for projects with the County include: Airport Hangar B-340, DBH Victorville BHCIP Round 5, Pacific Village Renovation and Expansion, Pardo Park Wifi and Victorville Building Renovations.

**Project with Dewberry*



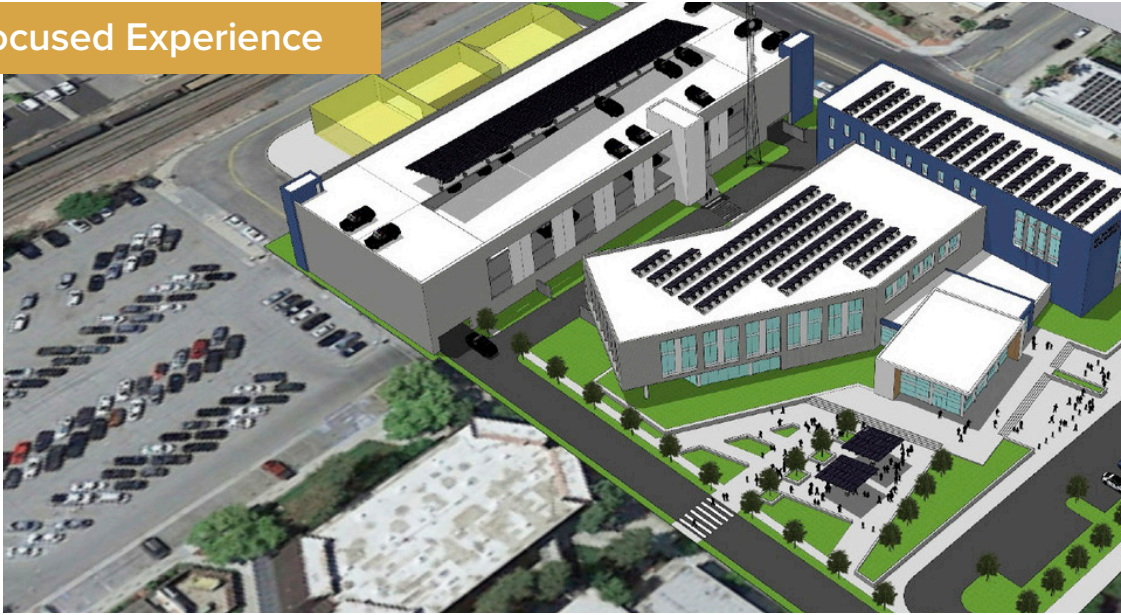
Tab 3: Consultant
Information

TAB 3: Consultant Information, Qualifications & Experience

City of McFarland - New Police Station
Qualifications for Architectural Services



Focused Experience



Bakersfield Police Department **Bakersfield, CA**

The Bakersfield Police Department currently operates out of seven locations spread out over the City. To enhance public safety services for the community, the Department had a goal of improving efficiency of services and adding 100 new sworn officers by the end of 2022, along with adding significant non-sworn staff, vehicles and equipment.

Dewberry assisted the Department in planning for this growth by providing a space needs assessment and site feasibility study to determine how to best utilize space over the next 10-20 years. Tasks included:

- Assessment and evaluation of the existing conditions to detail the adequacy of existing facilities and identify areas that conflict with best practices.
- Assessment and evaluation of the existing conditions to detail the adequacy of existing facilities and identify areas that conflict with best practices.
- Analysis of current and future space needs
- Detailed staffing analysis documenting current staffing levels, identifying deficiencies and operational inefficiencies, and projecting staffing needs for 5, 10, 15, and 20 year projections based on population data, operational needs, and call for service demographic data.
- Short term facility improvement program and long-term facility master plans including renovations, additions, and new construction along with budgetary cost estimates for fiscal planning purposes.

CONTRACTING CITY

City of Bakersfield

CITY CONTACT

Jeremy Blakemore,
Assistant Chief of Police
661.326.3924
jblakemo@
bakersfieldpd.us

CONTRACT AMOUNT

\$300,000

FUNDING SOURCE

City Funds

DATE OF CONTRACT

10/28/2020

COMPLETION

12/2021

DEWBERRY PROJECT MANAGER + SUBJECT MATTER EXPERT

Jonathan Tallman

FIRM ROLE

Facility Assessment,
Space Needs Study,
Programming and
Planning



Town of Vienna Police Station

Town of Vienna, VA

Dewberry designed the new 29,441SF police headquarters building for the Town of Vienna. The existing police building was demolished and the existing site was redeveloped to include the new building, which allows all divisions of the police department to work out of the same facility and features upgraded technology and security measures.

The design team conducted a conceptual design workshop with the police department in order to determine the appropriate adjacency and stacking relationships between the functional departments. This resulted in three options which were developed for a preliminary review by the police department which culminated in a selected option.

CONTRACTING CITY

Town of Vienna

CITY CONTACT

Jim Morris, Chief
703.255.6366
jim.morris@viennava.gov

CONTRACT AMOUNT

\$1,609,353

FUNDING SOURCE

Bond Funding and Cable Fees

DATE OF CONTRACT

11/2/2018

COMPLETION

12/1/2022

DEWBERRY PROJECT MANAGER

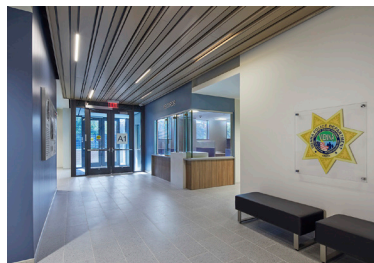
Roderick Williams

SUBJECT MATTER EXPERT

Jonathan Tallman

FIRM ROLE

Space Planning/
Programming/
Architecture, Interiors,
Civil/Structural/MEP
Engineering, Security/
AV/Telecommunications
Design





Sand Springs Public Safety Facility

Sand Springs, OK

Dewberry performed a Facility Needs Assessment for the City of Sand Springs documenting current deficiencies and program needs as well as projected staff and area increases over 15 years for the Police, Fire, and Municipal Court departments. The Assessment was organized into two phases: Assessment and Conceptual.

Finding that there was insufficient space in existing facilities, the City retained Dewberry to design a new facility that would accommodate the existing and future needs and house all departments to utilize the benefits the study found of sharing spaces for public amenities and program spaces. The radial design features a hub for public activities including courts and historical interpretive displays allows controlled connectivity to the separate police, fire and jail. The design allows the three departments to share amenities such as public lobbies and entrances, staff program spaces for training, conference areas, parking, and rest rooms.



CONTRACTING CITY

City of Sand Springs

CITY CONTACT

Michael Carter
City Manager
918.246.2500
mcarter@sandsspringsok.org

CONTRACT AMOUNT

\$1,069,484

FUNDING SOURCE

Bond Funding

DATE OF CONTRACT

5/23/2016

COMPLETION

9/1/2019

DEWBERRY PROJECT MANAGER

Katie Vondrasek

FIRM ROLE

Planning, Architecture, Interiors, Structural, Site/Civil Engineering, and Technology Design



Empire Branch Community Library Building and Sheriff's Office

Empire, CA

This new community building accommodates welcoming access to a county sheriff's office to promote public transparency within the surrounding area. Because their existing branch library building had exceeded its useful life and required extensive repairs, the County chose to build a replacement on a site adjacent to a community pool, park, and local elementary schools, and incorporate the County Sheriff functions. Dewberry was hired to implement existing bridging documents (performance criteria and concept drawings that were completed by separate firm) for the new 4,800 SF building.

The facility features an outdoor community area with landscaped areas. In addition to the sheriff's office, building programming includes reading areas for adults, teens, and children; offices; a break room; storage; staff and public restrooms; and a community room which opens to a secure covered community gathering space.



CONTRACTING COUNTY
Stanislaus County

COUNTY CONTACT
Andy Johnson
Director, Capital Facilities
209.525.4380
johnsona@stancounty.com

CONTRACT AMOUNT
\$296,130

FUNDING SOURCE
Library/General Funds,
Private Donation (Land)

DATE OF CONTRACT
4/22/2020

COMPLETION
12/30/2021

DEWBERRY PROJECT MANAGER
Erica Nelles

FIRM ROLE
Planning, Architecture,
Interiors, Structural, Site/
Civil, and Technology
Design

Additional Experience



City of Fowler Police Headquarters Study and Design Implementation Fowler, CA

The City of Fowler hired Dewberry to perform a facility and site assessment study to evaluate a city-acquired senior center complex and parking lot that was once the site of the historic Fowler Hospital. The purpose was to determine feasibility for conversion of the facility and site into a combined new Police Headquarters and Senior Center.

The team worked with City officials to explore restoration and rehabilitative needs for preserving the historic street building façade and incorporating it within a new facility that meets a 20-year growth projection. The design team provided specialized law enforcement facility planning (along with extensive experience in shared-facility design) that included a space needs analysis, planning, programming, and architectural services to provide space for Fowler to grow its police force from 12 officers to 30.

Responsibilities included working with the Police Department, Senior Center leadership, and City management to carry through design intent for department and services functionality, while engaging a diverse and historically underrepresented community. The team determined needs for developing the facility program and design that integrated into historic neighborhood architecture while becoming a branded architectural style for the City.

- **CLIENT/CONTACT**

City of Fowler
Michael Reid,
Chief of Police
559.834.3113
mreid@ci.fowler.ca.us

- **FIRM ROLE**

Facility Assessment,
Space Needs
Study, Planning,
Programming,
Architecture, Interior
Design, Security
Design

- **PROJECT MANAGER**

Patti Esposito

- **PROJECT ARCHITECT**

Jimmy Ng





City of Anderson Police Headquarters Anderson, CA

In response to the City of Anderson Police Department's staffing growth and operational needs, Dewberry was hired to determine the best path forward to support the Department's mission and meet the long-term needs of the community.

The team conducted an assessment of the existing facility to determine condition, operational deficiencies, code deficiencies, any deferred maintenance, and if reuse was possible. As a result, the City plans to move forward with Dewberry for planning and design of a new police headquarters facility.

The first step consisted of Dewberry team members engaging stakeholders through a series of work sessions to understand a range of various needs. With this feedback, the design team worked with Department and City leadership to develop a facility program focused on community engagement opportunities, transparency, safety, training, and wellness of officers.

In consideration of future staffing level projections for a 20-year growth period, Dewberry accounted for spatial need impacts, functional flow, while incorporating essential requirements and best practices for policing design.

A final report was prepared for presentation to the City, which included a site analysis and conceptual design for two potential sites that illustrate parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations and constraints, and future expansion.

- **CLIENT/CONTACT**

City of Anderson
Jon Poletski,
Police Chief
530.378.6600
jpoletski.ci.anderson.
ca.us

- **FIRM ROLE**

Facility Assessment,
Space Needs
Study, Site
Analysis, Planning/
Programming,
Architecture





Glen Ellyn Village Hall and Police Department Glen Ellyn, IL

Having had a relationship with the Village of Glen Ellyn for several years, Dewberry worked on a series of projects to improve services and functions of the police and community services. Our services included:

- Space needs study for both Police and Village Hall program spaces
- ADA compliance survey of an existing 1930s structure
- Existing facilities survey
- New police station design services through construction administration
- Department renovations and expansions into former police-occupied spaces

Dewberry assisted the Village with the development of a comprehensive space needs assessment and was then selected as part of a design-build team to design the new facility. The first floor program includes a community room, records, patrol, booking & holding, evidence processing, locker rooms, break area, and a fitness room.

The second floor includes administrative and investigations, and building support spaces. Future expansion of evidence storage, patrol, and investigations has been master planned on the east side of the building. The public amenities and entrance are grouped along the south end of the building with an inviting, transparent two-story lobby.

- **CLIENT/CONTACT**

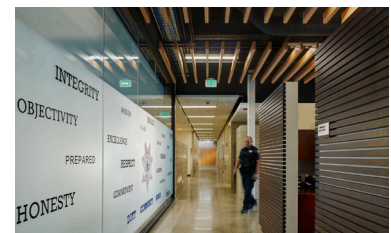
Village of Glen Ellyn
Robert Acton,
Deputy Chief (Retired)
630.461.7048

- **FIRM ROLE**

Facility Assessment,
Space Needs Study,
Programming;
Planning; Architecture;
Interior Design; Civil,
MEP, and Structural
Engineering;
Technology Design

- **SUBJECT MATTER
EXPERT**

Jonathan Tallman





Lubbock Police Substations

Lubbock, TX

Dewberry served as public safety architect with MWM architects who was hired by the City of Lubbock to develop designs for three Police Substations to decentralize their downtown police station and to increase their presence throughout the community.

The Police substations are in east, south and northwest Lubbock. Each substation is approximately 11,200 SF and houses its own patrol and investigations departments for that part of the city. The three substations have the same building layout with individual site modifications. To further engage the community, each substation features a community room for neighborhood watch meetings, community organization meetings, and police-led community events.

- **CLIENT/CONTACT**

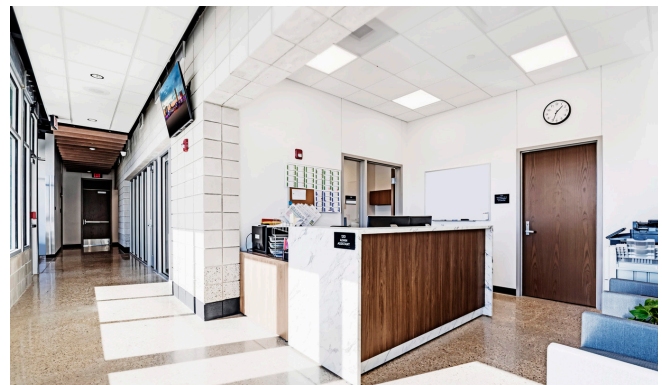
City of Lubbock Police
Department
Jon Caspell
Assistant Chief,
Administration Bureau
JCaspell@mylubbock.us
806.775-2752

- **FIRM ROLE**

Architecture, Interiors

- **SUBJECT MATTER
EXPERT**

Jonathan Tallman





Lake County Sheriff Administration Facility Lakeport, CA

Dewberry is providing architectural services for the conversion of a former National Guard Armory facility into space that will support Lake County Sheriff's patrol and administrative staff. The adaptive reuse project includes a gym and locker rooms, office space, training rooms, break room, records storage, evidence storage and evidence processing.

A facility assessment was conducted of the 20,300 SF facility to determine capacity to support the proposed design objectives. Building systems were considered for removal, replacement, rehabilitation, and other proposed solutions.

Dewberry worked with the Sheriff's Department to develop a detailed understanding of space needs, spatial allocation, and functional elements required to meet their growing department needs for the next 10 years. The process identified design objectives based on input and the development of a Program Statement and Pre Design Study. Design concepts were presented to the Sheriff's Office for their review and approval. Schematic designs were then developed for layout of internal programmed spaces and exterior site improvements.

Dewberry recently negotiated with the County to move into the design development, construction documents, bidding support, and construction administration phases of the project.

- **CLIENT/CONTACT**

County of Lake
Jeff Rein
Deputy of Public Services
707.262.1618
jeff.rein@lakecountycalifornia.gov

- **FIRM ROLE**

Facility Assessment, Space
Needs Study, Planning,
Programming, Architecture,
Interior Design

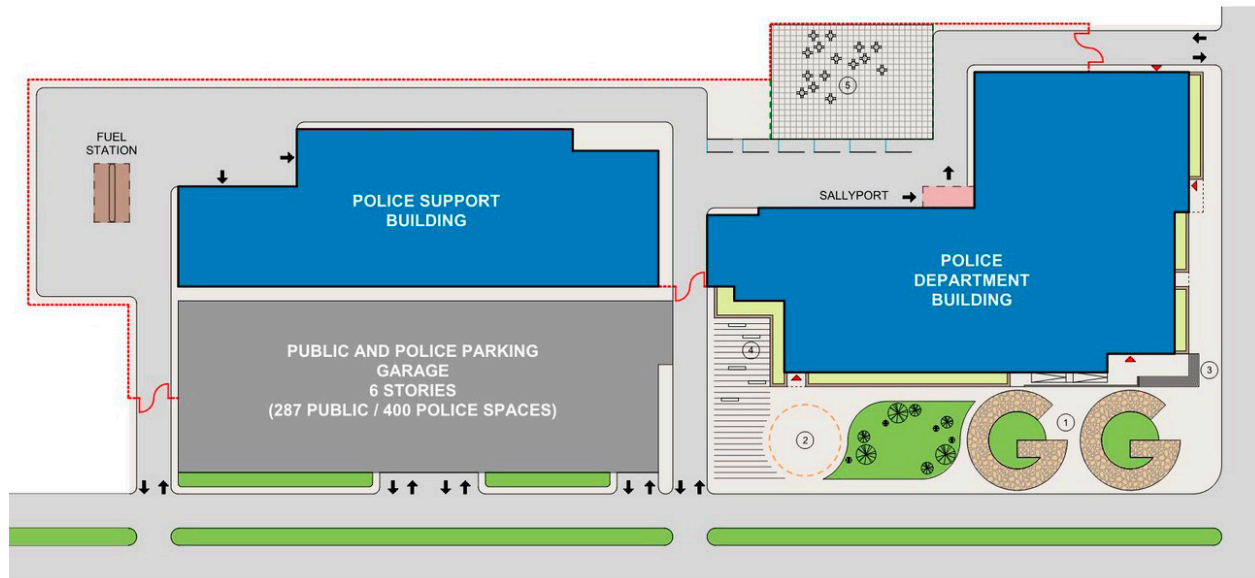
- **PROJECT MANAGER**

Patti Esposito

- **PROJECT ARCHITECT**

Jimmy Ng





Garden Grove Police Department Space Needs Assessment Garden Grove, CA

The City of Garden Grove commissioned Dewberry to evaluate its Police Department functioning in five separate buildings at three different locations. These buildings included the police headquarters, the juvenile justice center annex, the property/evidence building, a special services annex and command post garage, and a property/evidence storage annex.

In an effort to assist the City with efficiency and improvement of services, Dewberry developed a space needs assessment of existing facilities. Specific services included:

- Evaluation of five existing facilities, identifying both physical and operational issues of space quality, layout and detail
- Study of current and future staffing projections and organizational structural
- Preparation and recommendations of space requirements leading to a right-sizing of the City's current and future space needs
- Seismic evaluation of existing structures to identify potential deficiencies
- Assessment of parking capacity for public and staff needs
- Assessment of the facility locations in relation to emergency response times

- **CLIENT/CONTACT**
City of Garden Grove
Tom DaRe,
Police Chief
714.741.5900
tomd@ggcity.org
- **FIRM ROLE**
Facility Assessments,
Space Needs Study
- **SUBJECT MATTER
EXPERT**
Jonathan Tallman





City of Hayward Police Department Hayward, CA

Dewberry provided a study to determine siting of a new police headquarters and support buildings. Staff included 200 officers and 30 additional employees. Estimated needed program space was 70,000 square feet. Five site studies were conducted to each include contextual building massing, phased construction feasibility, site fits, and conceptual estimates. An initial needs assessment for this municipality was previously prepared and formed the basis of the study.

Our team evaluated the first site for the new police complex to be located on 19.8 acres near the Hayward Airport. The site master plan includes surface parking (350 secure spaces) and conceptual storm water retention ponds. The three-story police headquarters building, with future expansion includes programming for training/fitness, a 20 lane, 50 yard qualifying and 3 lane, 100 yard indoor firing range, property/evidence storage, CST lab, and booking/intake. Sustainable design strategies included photovoltaic clad canopies and 45 electric vehicle charging stations over secured parking spaces, green roofs and solar water heating to achieve net zero energy consumption for the headquarters building.

Since completion of the study, Dewberry was commissioned to design a 5,500 SF new locker room building addition at the existing police department building for use separately by both male and female officers, other employees or visitors.

- **CLIENT/CONTACT**

City of Hayward
Ray Champlin, Captain
Special Response Unit
510.293.7009
Ray.Champlin@
hayward-ca.gov

- **FIRM ROLE**

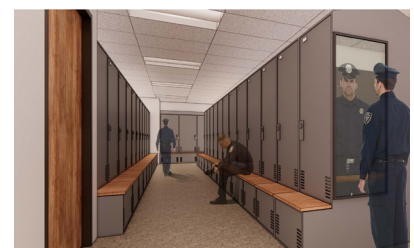
Facility Assessment,
Space Needs Study,
Planning and
Programming

- **PROJECT MANAGER**

Patti Esposito

- **PROJECT ARCHITECT**

Jimmy Ng





City of Casselberry Public Safety Facility Masterplan and Design Implementation Casselberry, FL

Dewberry provided planning and architectural services for this 25,900 SF, hurricane-hardened public safety command center. The facility features staff sleep quarters, a fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

The design team was asked to develop an overall master plan for the City's future Police Station with expansion capabilities, in addition to accommodating the future Seminole County Fire Station on the same project site. The master plan includes phased construction, shared vehicular circulation, and other site amenities including garbage enclosures, stormwater retention, and monument signage.

The Casselberry Police Station's two-story building was designed for public safety response to the surrounding residential neighborhoods, while also serving as a civic building with public access. This was accomplished by incorporating generous landscape buffers and setbacks, a water feature, public plaza, and by stepping down the building massing to one-story where appropriate to reduce the overall building scale. Furthermore, material selection focused on resiliency to survive a Category 4 hurricane with 140mph wind speeds.

- **CLIENT/CONTACT**

City of Casselberry
Derrick Becton,
Deputy Chief of Police
407.262.7616 ext. 1
dbecton@casselberry.org

- **FIRM ROLE**

Master Planning,
Architecture,
Interior Design, Civil
Engineering, Landscape
Architecture

- **SUBJECT MATTER
EXPERT**

Jonathan Tallman





Countryside City Hall and Police Headquarters Countryside, IL

The City of Countryside's existing municipal building was undersized and could no longer support growing staff programs effectively. The City purchased a 3.41-acre vacant corner lot property to build a new City Hall and a Police Station. A key project goal was to increase staff efficiency while maintaining a secure perimeter between public and private functions. The City also aimed to stimulate economic growth in the area with the new building – a leading example of sustainability in civic architecture with a pursuit of LEED Silver certification and achievement of NetZero Energy building design.

The L-shaped building divides Police Department functions on the north and City Hall functions on the south with a shared public amenities core near the center. A centrally located two-story lobby welcomes the public and serves as an access point to both Police and City Hall functions.

The first floor police wing consists of a records office, patrol suite, police staff break area, evidence processing, booking and holding, and locker rooms. The first floor City Hall wing consists of an open community development department suite, executive conference room, and a 1½-story council chambers with dais seating for 12 members. A Grand Hall corridor along the east provides public access to the Council Chambers through an array of glass and seating bump-outs. The corridor features an interspersed gallery exhibiting Historic Route 66 and the history of Countryside.

- **CLIENT/CONTACT**

City of Countryside
Joe Ford,
Chief of Police
708.485.2462
jford@
countrysidepolice.org

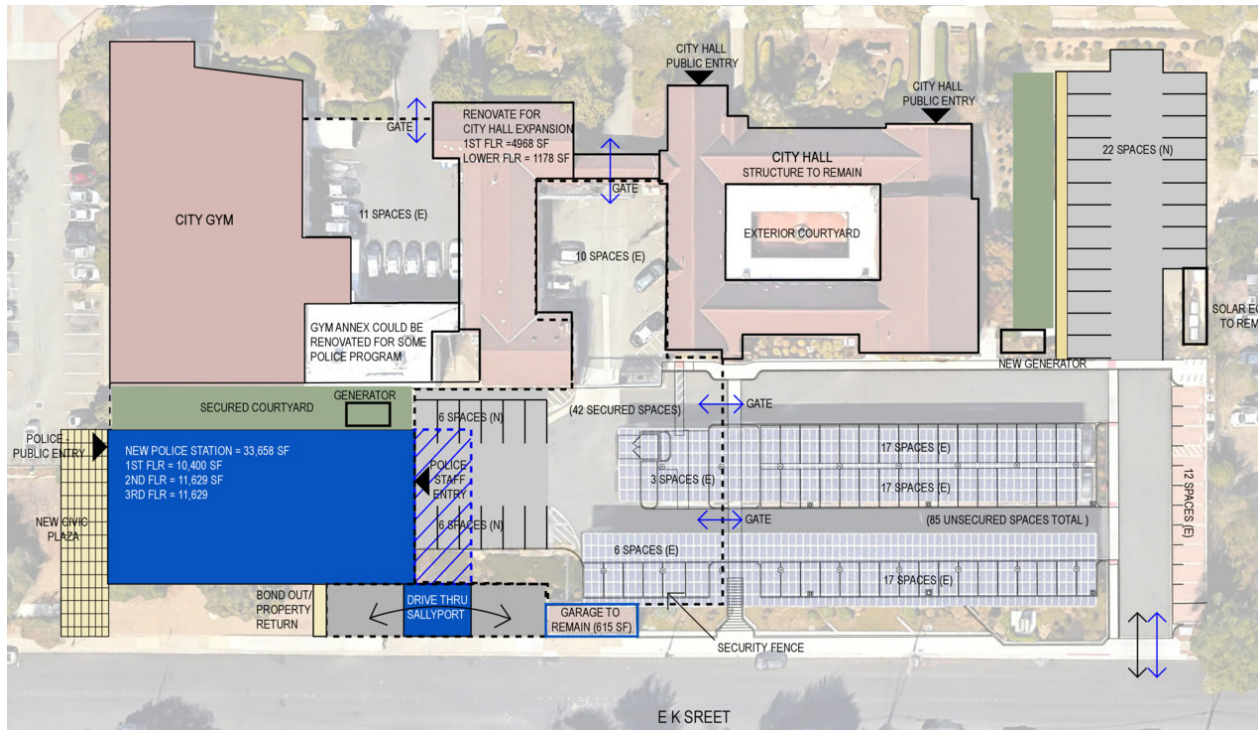
- **FIRM ROLE**

Planning, Architecture,
and Interior Design;
MEP/Fire Protection,
Structural Engineering;
Sustainability, IT/
AV/Security; Energy
Modeling; PV Array
Design, Grant
Research

- **PROJECT MANAGER
+ SUBJECT MATTER
EXPERT**

Jonathan Tallman





City of Benicia Police and City Hall Needs Assessment Study Benicia, CA

Dewberry conducted a study to evaluate the existing City of Benicia Police Department and City Hall housed in a former school building and school bus garage that was built in 1943. Over the years, the Department (which serves approximately 28,000 people) expanded and outgrew the existing building.

At the time of the study, the Benicia Police Department employed 52 staff with numerous volunteers using the building. The facility included two holding cells, a Dispatch/Communication Center, and an unsecured parking space for all fleet vehicles. The building also included a community room for meetings.

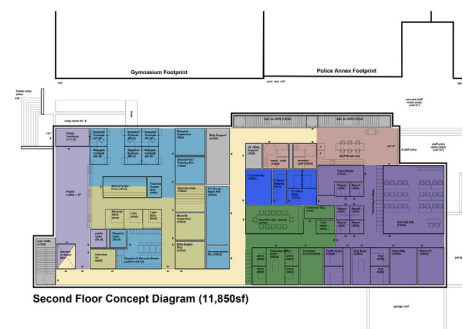
Services included a needs assessment of the existing Police Department building and facility to help the City determine the best direction in moving forward. The team worked with City Staff to explore various scenarios that included improving the existing building, an addition to the existing building, construction of an entirely new facility, and other options to best meet current and future needs of the City.

- CLIENT/CONTACT**

City of Benicia
Michael Green
Police Chief
707.746.4248
mgreene@
ci.benicia.ca.us

- FIRM ROLE**

Facility Assessment,
Space Needs Study,
Planning and
Programming





City of Lawton Public Safety Facility Lawton, OK

To address significant operational, security and space deficiencies, the City of Lawton selected Dewberry to design a 100,000 SF comprehensive municipal facility to house Courts, Police, Jail and Fire Station No. 1. The City's desire for consolidated resources and improved facilities outlined the specific project needs.

The design discussion began with a focus on the selected five-acre site. With greater visibility, the new facility extends the existing cultural and civic presence in downtown to this northeast gateway along Gore Boulevard. The long narrow site was organized with public access, parking, and bike trails on the west; staff secured entry and parking on the east; and deliveries, additional parking, and storm water detention to the south.

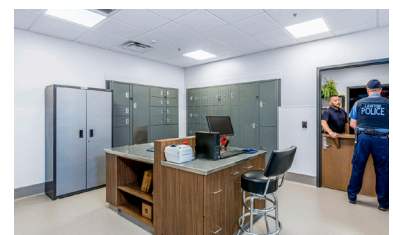
The Municipal Court functions all on one level and has a direct adjacency to the Jail and Police Station, complete with appropriate inmate transfer and security during movement to and from jail holding to the courtroom. The Police Station was designed for 178 sworn officers and 65 civilian personnel and is arranged on three levels, keeping all public services as compact and close to the entry as possible.

- **CLIENT/CONTACT**

City of Lawton
James Smith
Chief of Police
580.581.3270
jsmith@lawtonok.gov

- **FIRM ROLE**

Space Needs Study,
Programming,
Planning, Architecture,
Interior Design,
Security and
Technology Design





Placerville Public Safety Space Needs Assessment and Site Feasibility Study Placerville, CA

Dewberry was commissioned by the City of Placerville to execute a Space Needs Assessment and Site Feasibility study for the Placerville Police Department and El Dorado County Fire Department.

This study included the evaluation of both public safety teams' existing facilities, analysis of operations, and staffing levels. Dewberry services included making recommendations for future staffing and facility needs to accommodate community growth.

The examined the unique and distinct needs of each Department to provide a plan for a joint public safety facility. Joint goals for the facility of both agencies and stakeholders included:

- Creating efficiencies and opportunities for collaboration through shared spaces between police and fire staff
- Integrating additional community-facing services that included a dedicated Emergency Operations Center and community room and Board chambers.

Dewberry also provided assistance with site selection, grant writing, and funding assistance.

- **CLIENT/CONTACT**

City of Placerville
William Wren,
Chief of Police
530.642.5232
jwren@
cityofplacerville.org

- **FIRM ROLE**

Facility
Assessment,
Space Needs
Study, Planning,
Programming,
Grant Management
Support





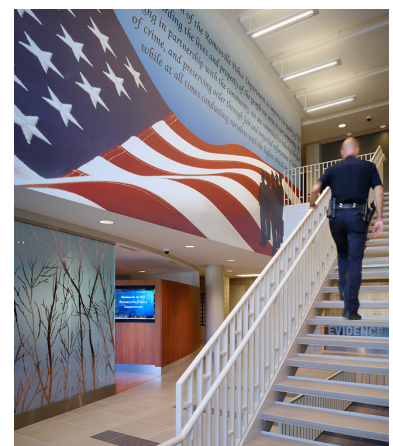
Romeoville Village Hall and Police Facility Romeoville, IL

Dewberry initially provided a study to provide planning concept options for a new combined Police Facility and Village Hall, a new Central Fire Station and a new Community Center. The team collaborated with all Village Departments to provide the necessary information needed to make informed data-driven decisions regarding the best options to accommodate current and future facility needs for this rapidly growing community. Two different sites were reviewed in the study.

The first project executed by Dewberry was the Romeoville Police Facility and Village Hall, a combined 117,000 SF facility accommodating City Departments that were previously located in six separate facilities. The building's sensitive siting on a new 45-acre civic campus backing up to a protected wooded area allows for dramatic views while screening most of the parking. The building is designed with two levels plus a walk out basement, using traditional exterior materials in a progressive design.

The building's design is composed of four primary connected elements. The iconic 60' tall masonry entrance tower creates a new civic symbol for the community. The Village Hall at 53,500 SF and the Police Department at 58,500 SF are linked by a central 5,000 SF Meeting Center. This space houses the Village Board Room and other meeting and conference rooms for use by community residents and Village Staff.

- **CLIENT/CONTACT**
Village of Romeoville
Brant Hromadka,
Police Chief
815.886.7219
bhromadka@romeoville.
org
- **FIRM ROLE**
Facility Assessment,
Space Needs Study,
Planning, Programming,
Architecture Interiors,
Civil Engineering,
Security/Technology





Tab 4: Scope of Work

TAB 4: Scope of Work

City of McFarland - New Police Station
Qualifications for Architectural Services



SCOPE OF WORK

TASK 1: Project Kickoff

We launch your project with a formal kick-off meeting, led by our **Project Manager, Patti Esposito** that includes all project leadership, planning team and stakeholders to introduce all team members and to review project scope, lines of communication, and schedule. This meeting establishes a collaborative environment for the planning process laying the groundwork for consensus-building. An important part of this meeting will be a validation exercise to confirm and establish priorities and measures of success for the Police Department and the City of McFarland.

CRITICAL SUCCESS FACTORS

Developing the project's critical success factors at the beginning of the project sets the benchmarks to assess the ultimate success of the new McFarland Police Station. We understand these factors are often different and dependent on the goals and metrics of each stakeholder. Our process provides an opportunity for all factors to be considered and for all stakeholder groups to reach consensus on the key elements of the project necessary for success. The critical success factors become a living document revisited at each phase of the project to measure progress and make revisions or adjustments necessary as the project evolves.

DOCUMENTATION AND COMMUNICATION

Dewberry generates formalized meeting notes documenting all decisions made and distributes them to all stakeholders as a record of every meeting. These notes become the basis for regular project meeting minutes that track the status of tasks and milestone deliverables.

An important factor is the discussion of the logistics for in-person meetings. Meeting locations, attendees, and logistics will be reviewed and confirmed. Our team is fully prepared and able to support onsite meetings. We are also experienced in leading virtual meetings using a wide variety of online meeting platforms if necessary.



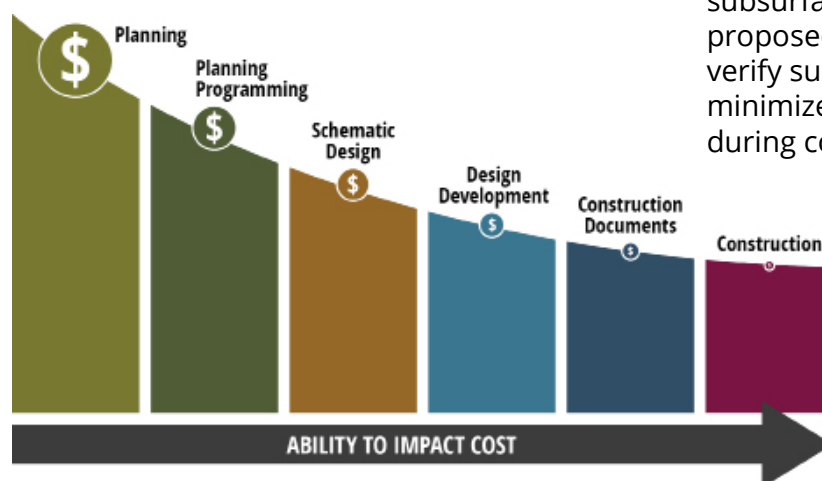
TOLLESON POLICE AND MUNICIPAL COURT Tolleson, AZ

TASK 2: Program and Design Validation EXISTING PROGRAM AND SPACE PLAN

Dewberry understands that the City of McFarland and their stakeholders have spent time and resources to develop a project program and schematic design for their new Police Station. That the intent of this proposal is to take this body of work and move forward into the Design Development phase. With the volatility of the construction market and rising costs, Dewberry proposes an initial phase to validate the existing program to potentially explore areas where cost savings may be achieved without compromising the design integrity.

During this phase, Dewberry will examine the existing program and space requirements to identify areas where spaces may be underutilized or inefficiently allocated. Our team will evaluate how different spaces interact with each other and identify areas where functions can be consolidated or integrated to optimize the functionality of the spaces and potentially reduce unnecessary square footage.

In collaboration with the stakeholders, Dewberry will look for opportunities to remove unnecessary design elements or complexities that do not add value to the project. This can help streamline construction and reduce costs. Any cost-saving strategies will be a collaborate effort and documented so that everyone is aligned with any revisions to the existing program or space plan.



PROGRAM AND DESIGN VALIDATION - COST CONTROL & BUDGET MANAGEMENT

Our team is prepared to evaluate the existing cost estimate and compare it to our historic cost data from recent projects of similar scope and complexity. Our team will meet with the City of McFarland and their stakeholders to evaluate the proposed materials, methods, and building systems looking for potential cost savings that would not sacrifice the original design intent. Any alternative materials, methods, and building systems will be evaluated based on their impact on cost, function, aesthetics, and quality. Some of the areas our team will evaluate during this project validation phase include:

- **Accurately Right Sizing the Building.** Building size is not only based upon each individual space, but also upon proper adjacencies and building circulation. This, in turn, has a direct impact on the net to gross square footage ratio of the building and ultimately the building size. Our team will prepare a thorough analysis of the building program and appropriate support space to confirm that we have the building right sized for current and future needs.
- **Getting Out of the Ground.** One of the biggest areas for unforeseen costs is the condition of the soil, the proper identification of all utilities, and any underground conflicts that may exist. Our team may recommend additional subsurface soil testing in the areas proposed for construction to closely verify sub surface conditions to try and minimize the impact they may have during construction.

- **Structural Systems.** Based upon many factors such as critical first responder design factor importance, wind speed, design pressures, distance from the coast, soil conditions, are just a few of the major factors used to select and design the appropriate structural system. This can sometimes be influenced by market conditions. Our team's experience designing resilient and mission critical buildings in California gives us a better understanding of the appropriate system.
- **MEP Systems.** Law Enforcement Facilities generally require redundant mechanical, electrical, and plumbing systems that support the function of the building. The selection of these systems, coupled with a discussion on life cycle costs, controls, and level of institutional quality, will have a bearing on cost. The amount of space within the building that has redundant power, technology, HVAC, potable water and back up sewer will be determined based on discussions with the City of McFarland.
- **Sustainable Design.** The level of sustainable design will directly impact the cost of the facility. It could drive decisions towards innovative mechanical systems with a higher initial cost, but improved life cycle cost. Dewberry and our subconsultants will work with the City of McFarland to meet its sustainability goals in a cost-effective manner based on life cycle cost analysis.
- **Interior Finishes.** Interior finishes are the first things that people notice when they first enter a facility. It is important to understand that finishes are important to the quality of any facility. Law enforcement facilities are used 24 hours a day, 365 days a year. The finishes need to be quality finished that are resilient because of the wear and tear of a 24-hour facility. The quality levels of the floor, wall, and ceiling materials need to be assessed regarding their impact on cost, durability, and maintainability.
- **Technology/Security/AV.** A Police Station relies heavily on technology for many day-to-day activities. Dewberry will provide the necessary knowledge to design and specify the infrastructure needed to support the facilities technology requirements within the budgetary constraints of the project.



VENICE PUBLIC SAFETY FACILITY Venice, FL

TASK 3: Design Development

The design development phase is an important inflection point in the design process, where scope and budget are further aligned to move into an accurate construction document package.

At the beginning of this phase, Patti and Jimmy will coordinate an initial meeting with the Authority Having Jurisdiction (AHJ) to confirm design decisions, obtain alignment on any critical code-related items, and bring visibility to the project to help facilitate approvals in subsequent phases.

Dewberry will hold weekly or bi-weekly virtual meetings with the City and their stakeholders to review the progress and provide input as necessary. Documents for the Design Development package will include:

- Design Development drawings, specifications, and budgets will be advanced to further to describe the scope of work.
- Interior code analysis
- Life safety drawings
- Site plan
- Landscape plans
- Floor plans
- Reflected ceiling plans
- Exterior elevations
- Interior elevations
- Building sections
- Typical construction details
- Civil engineering drawings
- Mechanical, electrical, plumbing engineering drawings
- Structural engineering drawings

DESIGN DEVELOPMENT – COST CONTROL & BUDGET MANAGEMENT

As with all projects, budgeting accurately is important, especially with small, impactful community projects. Budgeting and value engineering is an important part of our design process. We have found that working closely and collaboratively with our estimating team, the client, and stakeholders leads to the best project outcome.

At the end of the Design Development phase our team will provide an updated cost estimate using our outside cost consultant. If the project and budget are not aligned, a collaborative budget reconciliation meeting (or meetings as necessary) will allow the team an opportunity to prioritize decision-making and begin to develop a series of potential deductive alternates. Because many building systems and design decisions are interconnected, creating deductive alternates without an understanding of their relationship can be problematic. A collaborative approach to this effort is an important step in creating a successful project.



GLEN ELLYN POLICE HEADQUARTERS Glen Ellyn, IL

TASK 4: 100% Construction Documents

In this phase, project drawings and specifications are completed and submitted to the Authority Having Jurisdiction (AHJ) for review and approval. Because the design team will have initiated meetings early with the AHJ, Patti and Ji will be able to continue working collaboratively with the plan checker(s) and Building Official through the formal review process. Upon receipt, any comments from the plan checker are incorporated into the project documents and issued back to the AHJ for final review and approval.

Documents for the Construction Documents package will include:

- Construction Drawings, specifications, and budgets will be advanced to further to describe the scope of work
- Interior code analysis
- Life safety drawings
- Site plan
- Landscape plans
- Floor plans
- Reflected ceiling plans
- Finish plans
- Enlarged plans
- Exterior elevations
- Interior elevations
- Building sections
- Typical construction details
- Door, window, finish, and equipment schedules
- Civil engineering drawings
- Mechanical, electrical, plumbing engineering drawings
- Structural engineering drawings

CONSTRUCTION DOCUMENTS – COST CONTROL & BUDGET MANAGEMENT

During this phase, any comments from the AHJ that have budget impacts are identified, communicated, and managed by the design team and communicated by the project manager, Patti. We will work closely with the City to understand any potential impacts and update the cost estimate to reflect any changes required as a result of plan check comments.

Quality Assurance/Quality Control

A critical component of a successful project is team coordination. Prior to the submission of documents to City, Dewberry's internal QA policy requires a quality assurance review of all deliverable documents by a senior staff member.

Our Quality Management System (QMS) is certified by NQA to meet ISO Standard 9001:2015. Receiving this certification means that our quality assurance and quality controls (QA/QC) protocols and process have completed a rigorous audit by an independent ANAB accredited ISO Registrar and have been found to be fully compliant with the ISO standard.



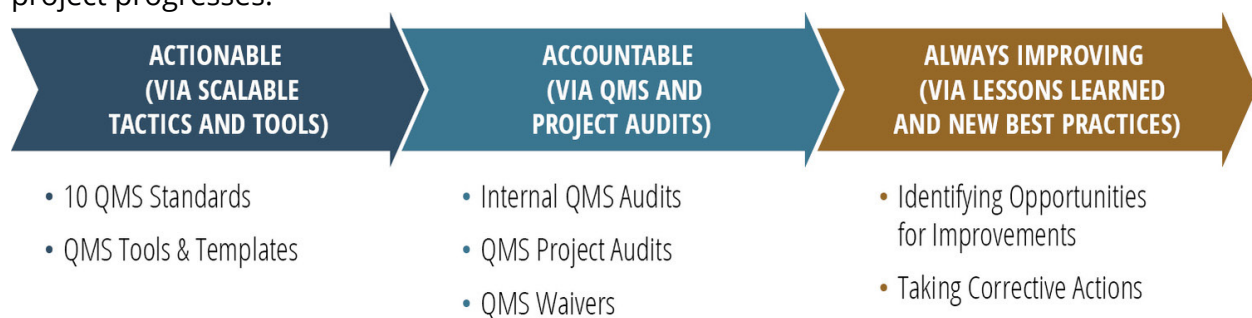
HANOVER PARK POLICE HEADQUARTERS Hanover Park, IL

Each project work plan has a complimentary QA/QC plan which aligns with the project schedule and tracks adherence of the project to the agreed to scope and ascertains proper coordination is maintained with the goal of delivering a product of the highest quality that is fully coordinated. It is the responsibility of the team's **Project Manager, Patti Esposito**, to establish the QMS plan and make sure the plan is adhered to.

Additionally, each professional is held responsible for the quality and standard of care for their subject matter, and the project manager is ultimately responsible for the quality of the project. Dewberry holds not only ourselves, but our subconsultants to our quality management plan. Each subconsultant must either provide their own QM plan or agree to adhere to ours.

Quality documents are not simply the result of milestone QA/QC reviews, but rather the commitment the team shares throughout the entire course of the project.

Dewberry and our subconsultants share a culture that encourages accountability for all project participants to take ownership in their respective responsibilities to the extent that we focus on doing our job right the first time, with an eye on quality every day on the job. Through proper planning and communication, all parties are kept apprised of the established project scope and expectations, as well as any client-directed revisions as the project progresses.



TASK 5: Bid Support Services

Once the drawings and specifications are fully approved, drawings and specifications will be combined into a bidding package including the City of McFarland provided front-end specification sections, including Bidding Instructions and General Conditions. Patti and Ji will assist the City by attending and participating in a pre-bid conference if scheduled by the City. We will prepare addenda and respond to RFIs accordingly.

If necessary, we will remove items from the project scope at the request of the City in order to meet budget expectations or control costs. Early planning for these deductive alternates during the Design Development phase is essential.

TASK 6: Construction Support Services

As part of our services, we will attend any pre-bid conference, provide construction observation as requested or necessary, and assist in the preparation of change orders inclusive of a construction estimate. At the point of substantial completion, our team will conduct a punch-walk to direct the contractor to address incomplete items. At the conclusion of construction, we will work with the selected contractor to produce record drawings capturing field changes.

TASK 7: Post Construction Services

A close-out meeting will cover the list of guarantees specified to the contractor in a prior phase. Any documents borrowed from the City will be returned, manuals for Maintenance and Operation of systems will be provided by the contractor, reviewed by the design team, and forwarded to the City.



TAB 5: Certificates of Insurance, Conflict of Interest Statement, Litigation

City of McFarland - New Police Station
Qualifications for Architectural Services



POLICE DEPARTMENT



Insurance/Conflicts/Litigation

Certificates of Insurance

Dewberry can provide the City's minimum requirements 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.

Patti Esposito

Patti Esposito RA, LEED AP, DBIA
 Senior Project Manager
 Associate Principal | Office Director
 pesposito@dewberry.com
 D 916.239.7268

Conflicts of Interest

Dewberry can affirm there are no potential or known conflicts of interest regarding this proposal and/or with the City of McFarland.

Litigation

As a large and highly diversified firm, Dewberry Architects Inc., is periodically named as a party to a lawsuit or participates in dispute resolutions in the normal course of doing business for a company of our size. Dewberry is engaged in a limited number of claims and disputes of the types and in amounts consistent with the size of the company and the services provided in the normal course of business.

Dewberry always maintains a comprehensive insurance program which includes professional liability, workers' compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against Dewberry.

Listed below is litigation in connection with our prior projects. **However, there are currently no claims, conflicts, judgments or disputes that would interfere with our ability to perform the services for this project.**

Case Venue/Case Caption/Case Number	Claim Reason	Final Outcome
In the Circuit court of the 11th Judicial Circuit Livingston County, Illinois; The County of Livingston and Livingston County Board v PSA Dewberry Inc dba PSA-Dewberry BCA nka Dewberry Architects Inc; Law No. 2019L29	Alleged Breach of Contract	Pending
In the District Court in and for Tulsa County, State of Oklahoma; Smithco Construction Inc v Crossland Construction Company Inc; Union Public Schools; Dewberry Architects Inc; Joey Reyes; Dr. Chris McNeil; Heather McAdams; Stacey Roemerman; Ken Kinnear; Harco National Insurance Company; Case CJ-2021-1541	Alleged Breach of Contract	Dismissed without Prejudice



TAB 6: Contract Agreement

City of McFarland - New Police Station
Qualifications for Architectural Services



Contract Agreement

After review, Dewberry has no issues or needed changes to the proposed contract agreement included as Attachment 2 in the RFQ.



CITY OF MCFARLAND- RFQ OPENING CHECKLIST

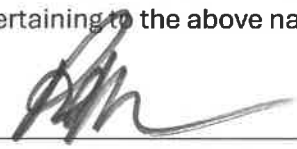
Project Name: Police Department Arch. Design

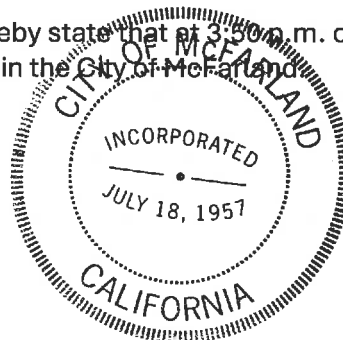
Bid Opening Date and Time: 3:50 PM 7/18/24

Bids Opened by: Y. Hernandez, P. Saldana, D. Viramontes

BIDDER'S NAME	DATE/TIME RECEIVED	ADDENDUM (S) INCLUDED?	ELECT. VERSION PROVIDED		DISTRIBUTED	
Dewberry	7/18 1:30 pm	X	X		X	
PBK	7/18 9:06 pm	X	X		X	
Klassen	7/18 11:01 am	X	X		X	
Teter	7/18 12:17 pm	X	X		X	
4 Creeks	7/18 1:18 pm	X	X		X	
Darden	7/18 1:30 pm	X	X		X	
Ordiz Melby	7/18 8:52 am	X	X		X	
BFK	7/17 3:45 pm	X	X		X	

I, Paul Saldana, Interim City Clerk, hereby state that at 3:50 p.m. on July 18, 2024, there was an opening of request for proposals received pertaining to the above named project in the City of McFarland.


Paul M. Saldana, Interim City Clerk





REQUEST FOR QUALIFICATIONS

FOR

ARCHITECTURAL SERVICES

FOR

NEW POLICE STATION

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

Issued by Yerlys Hernandez, Public Works Director

Date Released: June 21, 2024
Due Date: July 10, 2024
2:00 PM PST

**NOTICE OF REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES
FOR
NEW POLICE STATION**

1. The City of McFarland (hereinafter "CITY") is soliciting sealed Statements of Qualifications (SOQ) from qualified and experienced firms to provide Architectural Services for the design of a new McFarland Police Station. 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 10, 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.

Francisca Alvarado, City Clerk

Date: June 21, 2024

ARCHITECTURAL SERVICES FOR NEW POLICE STATION

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 Architectural Services for the design of a **New Police Station**. Additional details and requirements are provided in Section 2 "Scope of Work" of this RFQ.

The Awarded Firm shall provide services to the City including, but not limited to; Design Development, Construction Drawings, Master Planning, Construction Administration, Specifications/ Front end Documents, Bidding, Cost Estimating/Budgeting, and furnishing a Design Schedule. The Successful firm will further the goals and priorities of the City and act in the City's best interest.

The firm selected must demonstrate experience in Design and Administering of Municipal Projects.

The firm selected must demonstrate experience in providing professional Architectural 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.

B. Tentative Timeline and Schedule of Events

RFQ Release Date	June 21, 2024
Submission of Questions & Requests for Clarification Due	July 3, 2024
SOQ Submission Deadline	July 10, 2024
Review and Evaluation of SOQ	July 11, 2024
Interviews with finalist firms (<i>if held</i>)/ Cost Negotiation	July 15, 2024
Recommended firm presented to City Council for approval	July 25, 2024

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

C. Contract Period

The requested services shall be performed in a manner of timeliness for completion of design and acceptance, bidding, and construction administration. Timelines for the project will be further developed.

It is anticipated that the services required under this RFQ shall extend from the time of award of a contract to the firm, through completion and final acceptance of the project by the City, and any warranty period, thereafter.

D. 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 **5:00 p.m. on July 3, 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

The awarded firm (hereinafter, "ARCHITECT"), shall provide all required architectural services for the project. The ARCHITECT shall provide design efficiency, cost control, schedule control, document control, contractor compliance and management of information. ARCHITECT agrees to collaborate with CITY personnel and uphold the CITY's best interest. The Services required include, but not limited to the following:

1. Maintain Constant Communication with CITY.
2. Hiring and Managing of All Consultants including any specialty consultants
3. Preparation of Specifications and Bid Documents
4. Site plan development based on CITY provided Concept Site Plan(Attachment 1)
5. Design Development Phase
6. Construction Drawings
7. Cost Estimate at the completion of each phase prior to bidding
8. Assist the City in the Bidding Process
9. Construction Administration Phase
10. Close Out Phase: Including but not limited to: As- Builts, warranty's, Operation & Maintenance Manuals, Attic Stock Material, Punch List
11. Design Schedule
12. Coordination with City on selection of Standard City preferred items.
13. Weekly or Bi-Weekly meetings as needed including site visits
14. Experience with Modular Design/Construction highly desirable.

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 Architect in the State of California.
3. Identification of potential 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 Architect, 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 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).

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.

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.

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;
- 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.
- PROPOSER's ACKNOWLEDGEMENT of the draft contract agreement (**Attachment 2**).

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

RFQ – Architectural Services – New Police Station - City of McFarland

The submittal package must be delivered to:

City of McFarland
Yerlys Hernandez, Public
Works Director
401 W. Kern Avenue
McFarland, CA 9325

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 10, 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.

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:

1. Professional experience of the firm in relation to the work to be performed;
2. Professional experience of the principals to be assigned to the Project;
3. Experience and training of key personnel;
4. Demonstrated ability to prepare accurate estimates and to design projects within a stipulated budget;
5. Nature and quality of recently completed work, especially if a re-use of plans is proposed;
6. Reliability, continuity and location of the firm and sub-consultants;
7. Availability of the proposed team members;
8. Previous references relative to projects of similar size and function;
9. Display of understanding of the Project scope and requirements;
10. Knowledge of applicable federal, state and local codes;
11. Familiarity in compliance with disabled veteran business enterprise requirements;
12. Any other consideration deemed relevant
13. Experience with Modular Design/Construction is Highly Desirable.

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.

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.

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 Architecture in the State of California, and must not be listed on State 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, subcontractor's consultants.
- A. 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 RFO.

The following documents are attachments to this RFQ:

Attachment 1: Conceptual Design

Attachment 2: Sample Consultant Contract Agreement

ATTACHMENT 1



Cannon
16842 Von Karman Ave.
Suite 150, Irvine, CA 92606

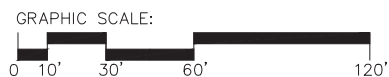
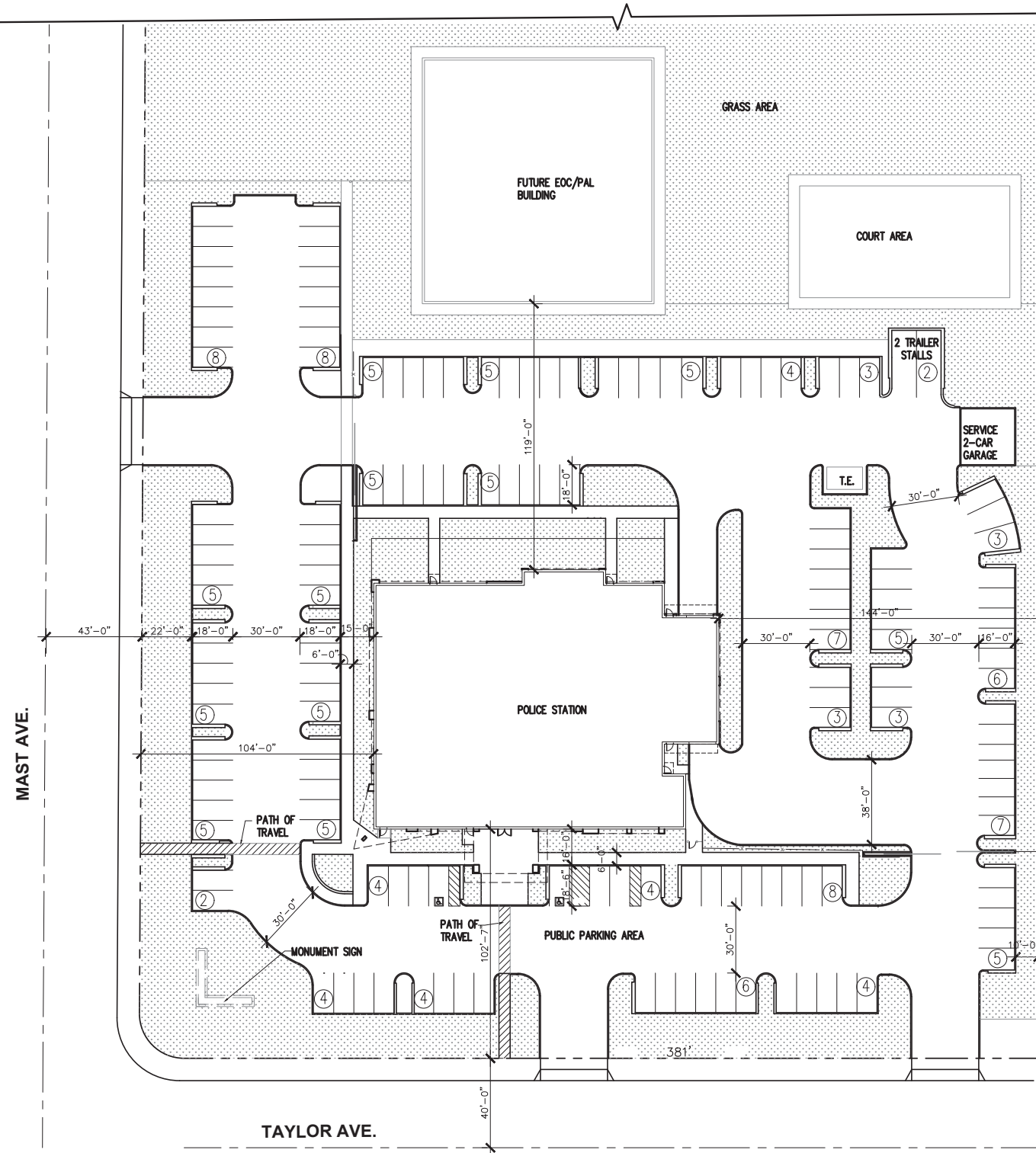
DESIGN | ARCHITECTURE | PLANNING

RED
Architectural Group

CONCEPT DESIGN

Mc FARLAND POLICE STATION
Mc FARLAND, CA. 93250

DATE: 02.08.2024
PROJECT NUMBER: 589.2301.10



CONCEPT SITE PLAN

A-1

Mc FARLAND POLICE STATION
Mc FARLAND, CA. 93250

DATE: 02.21.2024
 PROJECT NUMBER: 589.2301.10

Cannon
 16842 Von Karman Ave.
 Suite 150, Irvine, CA 92606

DESIGN | ARCHITECTURE | PLANNING



RED
 Architectural Group

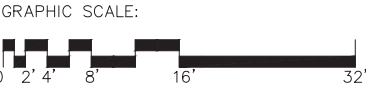


14,642 S.F. POLICE FACILITY
1,487 S.F. SALLY – PORT
16,129 S.F. TOTAL

Cannon
16842 Von Karman Ave. Suite150
Irvine, California, 92606

DESIGN | ARCHITECTURE | PLANNING

RED
Architectural Group



CONCEPT FLOOR PLAN

A-2

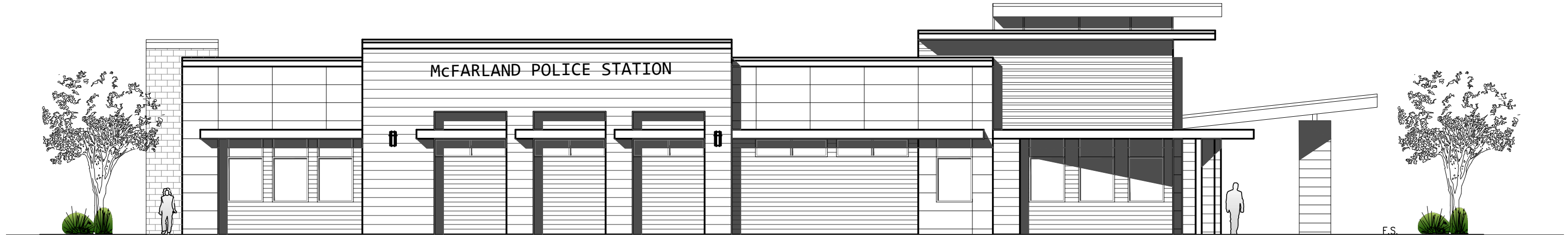


DATE: 02.21.2024
PROJECT NUMBER: 589.2301.01

McFARLAND POLICE STATION
McFARLAND, CA 93250

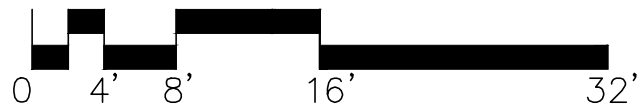


2 TAYLOR AVE. - SOUTH ELEVATION
SCALE: 3/32"=1'-0"



1 MAST AVE. - WEST ELEVATION
SCALE: 3/32"=1'-0"

GRAPHIC SCALE:



DATE: 02.21.2024
PROJECT NUMBER: 589.2301.01

CONCEPT EXTERIOR ELEVATIONS

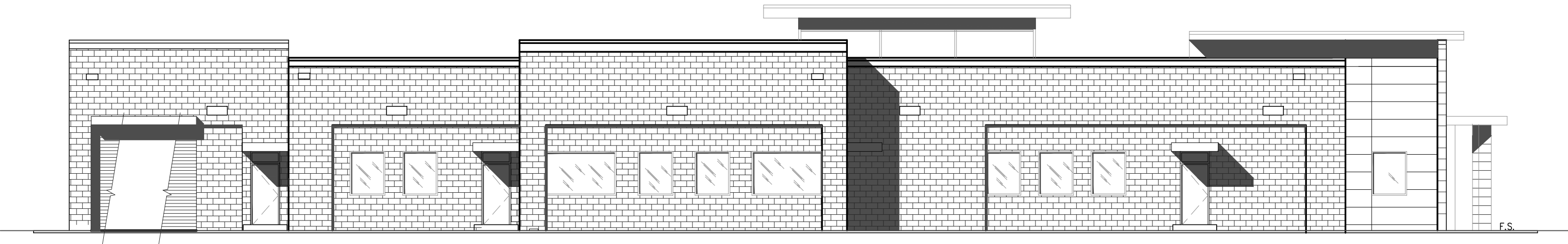
A-3

McFARLAND POLICE STATION
McFARLAND, CA 93250

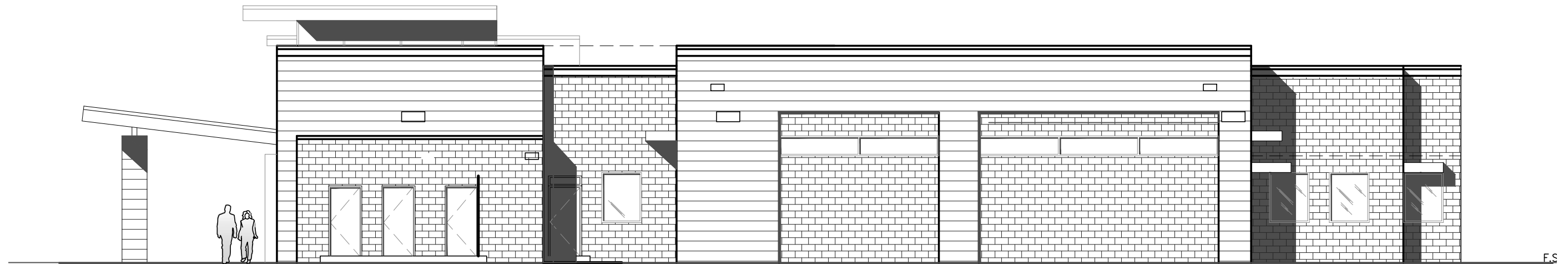
Cannon
16842 Von Karman Ave. Suite150
Irvine, California, 92606

DESIGN | ARCHITECTURE | PLANNING

RED
Architectural Group



2 NORTH ELEVATION
SCALE: 3/32"=1'-0"



1 EAST ELEVATION
SCALE: 3/32"=1'-0"

GRAPHIC SCALE:



DATE: 02.21.2024
PROJECT NUMBER: 589.2301.01

CONCEPT EXTERIOR ELEVATIONS

A-4

McFARLAND POLICE STATION
McFARLAND, CA 93250

Cannon
16842 Von Karman Ave. Suite150
Irvine, California, 92606

DESIGN | ARCHITECTURE | PLANNING

RED
Architectural Group

3436 N. VERDUGO ROAD, SUITE 200, GLENDALE, CA 91208
P 818.957.7765 | www.red-arch.com

**AGREEMENT FOR [REDACTED]
CONSULTANT SERVICES
BETWEEN**

CITY OF MCFARLAND, CALIFORNIA,

AND

NAME OF CONSULTANT

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and [REDACTED], ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

[REDACTED]

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

AGREEMENT

1. TERM OF AGREEMENT.

- 1.1.** This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.
- 1.2.** Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than [REDACTED], unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).

- 2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”
 - 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
 - 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
 - 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
 - 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
 - 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
 - 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.
- 3. PAYMENT FOR SERVICES (ATTACHMENT B).**
- 3.1. Payment to Consultant to perform its Scope of Work is set forth in **Attachment B**, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
 - 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
 - a description of services performed;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/sub-consultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or sub-consultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).

- 5.1. Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. **CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

- 7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.** City designates _____, its _____, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term “approval of City,” “consult with City,” “confer with City,” or similar terms are used, they shall refer to the _____. The _____ may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

- 8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

9. TERMINATION OF AGREEMENT.

9.1. Termination for Convenience City may terminate this Contract for City’s convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

9.2. Termination for Breach of Contract.

9.2.1. Except as provided in Attachment “C”, if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City’s default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City’s default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City’s sole discretion, City may accept or reject Consultant’s plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant’s breach of this Contract.

9.2.2. If the default under this Contract is due to Consultant’s failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required;

and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

9.2.3. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.2.4. If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.2.5. Acts of Moral Turpitude.

- a. Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b. If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c. If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

9.2.6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

9.2.8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3. In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

10. COVENANTS AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

11.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

12. INDEPENDENT CONTRACTOR.

12.1. The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

12.2. If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of

the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

13. HOLD HARMLESS AND INDEMNIFICATION.

13.1. Indemnification - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

13.2. Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.3. Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

13.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole

negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

- 13.5.** Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. ASSIGNMENT OF AGREEMENT. Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

15. INSURANCE.

- 15.1. Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

B. *Professional Liability.* Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. *Workers' Compensation.* Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

D. *Deductibles and Self-Insured Retentions.* During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with

respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - iii.** Terminate this Agreement.
 - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

16. DISPUTES.

16.1. If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

16.2. If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

16.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

18.2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

18.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business

hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

19. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of McFarland
 Attn: City Manager
 401 W. Kern Avenue
 McFarland, CA 93250

If to Consultant: **(Insert Contact Information)**

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

20. GENERAL PROVISIONS.

20.1. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20.2. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20.3. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

20.4. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

20.5. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

20.6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

20.7. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

20.8. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

20.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

20.10. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20.11. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

22. ACCESS AND ACCOMMODATIONS

22.1. Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

22.2. Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

- 22.3. Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- 22.4. Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- 22.5. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	CONSULTANT*
CITY OF MCFARLAND, a municipal corporation By: _____ Name: _____ Title: _____ Dated: _____, 202__ ATTEST: _____ Francisca Alvarado, City Clerk	Insert Name Insert Entity Type By: _____ Name: _____ Title: _____ Dated: _____, 202__ By: _____ Name: _____ Title: _____ Dated: _____, 202__ *Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

“ATTACHMENT “A”
Scope of Work

**ATTACHMENT “B”
Payment for Services**

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

(Attach Progress Payment Schedule)

**ATTACHMENT “C”
Project Schedule and Completion Date**

INSERT PROJECT SCHEDULE

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party’s Subconsultants), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subconsultant of Consultant shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both Consultant and Subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit Consultant to perform timely. As used in this Contract, the term “Subconsultant” means a subconsultant at any tier. In the event Consultant’s delay or failure to perform arises out of a Force Majeure Event, Consultant agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

MEMORANDUM
CITY OF MCFARLAND

DATE: August 1, 2024

FROM: Yerlys Hernandez, Public Works Director

RE: New Police Department - Architectural Firm Interview

Good Afternoon,

Once again, we would like to extend our gratitude for submitting your statement of qualifications to the City of McFarland for Architectural Services for the Design of our New Police Station. As mentioned, your firm was in the top (3) out of all the submissions and has been selected to move on to the Interview process. The Interview process will be a Presentation by your firm with the structure and instructions listed below and followed by some questions by the Selection Committee.

BACKGROUND

Preliminary Design: As you are aware, we have a preliminary design completed for the floor plan, site plan, and exterior. The floor plan and site plan are thoughtfully developed to suit our operational needs well into the future, while we are flexible regarding the exterior design.

Facility Size: As you are aware, the current design includes a 14,642 square feet police facility and a 1,487 square feet sally port. Given our city's growth trajectory, we are concerned that a facility of this size might exceed our needs for the foreseeable future, potentially leading to overbuilding and overspending.

Budget: The ballpark estimated cost to build this facility as designed is approximately \$15 million. We have secured \$5 million in funding and can reasonably raise an additional \$5 million in the near term. This still leaves us with a significant funding gap to cover the full estimated cost.

PRESENTATION INSTRUCTIONS

Considering the current size of our City, growth trajectory, and budgetary situation, we would like to understand your firm's approach to tackling this project. Specifically, we are interested in your big-picture thought process and recommendations on the path forward. Please address the following:

- **Type of Build:** Would you recommend a modular, metal building, traditional construction, or another type of build to balance cost, durability, and functionality?
- **Scaling the Floor Plan:** How would you approach reducing the scale of the floor plan to meet our current and future needs without overbuilding?
- **Phased Approach:** Do you suggest designing and building the facility with a phased approach to manage upfront capital costs and future expansions more efficiently?
- **Redesign Possibilities:** Given the budget constraints and long-term needs, would you recommend a complete redesign of the facility? If so, what key considerations would guide this redesign?

After your firm has had some time to review this Memorandum, we request that you provide (3) dates that your team is available to meet in person, or we can accommodate a virtual interview if need be. The city cannot have interviews on Thursdays. Monday through Wednesday, and Friday after 3:00pm works best with our schedule. We look forward to meeting you.

Thank you,



Verlys Hernandez, Public Works Director

**AGREEMENT FOR ARCHITECTURAL CONSULTANT
SERVICES
BETWEEN**

CITY OF MCFARLAND, CALIFORNIA,

AND

DEWBERRY ARCHITECTS, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and DEWBERRY ARCHITECTS, INC., ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

Architectural Services - Design and Construction Administration for the New Police Station

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

1. TERM OF AGREEMENT. AGREEMENT

1.1. This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than Oct 23, 2026, unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).

- 2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”
 - 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
 - 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
 - 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
 - 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
 - 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
 - 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.
- 3. PAYMENT FOR SERVICES (ATTACHMENT B).**
- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
 - 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
 - a description of services performed;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).

- 5.1. Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. **CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

- 7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.** City designates its City Manager, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term “approval of City,” “consult with City,” “confer with City,” or similar terms are used, they shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

- 8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

9. TERMINATION OF AGREEMENT.

9.1. Termination for Convenience City may terminate this Contract for City’s convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

9.2. Termination for Breach of Contract.

9.2.1. Except as provided in Attachment “C”, if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City’s default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City’s default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City’s sole discretion, City may accept or reject Consultant’s plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant’s breach of this Contract.

9.2.2. If the default under this Contract is due to Consultant’s failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant’s obligation to suspend performance of services. Consultant shall not

Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

9.2.3. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.2.4. If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.2.5. Acts of Moral Turpitude.

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

9.2.6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

9.2.8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3. In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

10. COVENANTS AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

11.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

12. INDEPENDENT CONTRACTOR.

12.1. The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

12.2. If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of

the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

13. HOLD HARMLESS AND INDEMNIFICATION.

13.1. Indemnification - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

13.2. Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.3. Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

13.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 13.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the negligence,

active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

- 13.5. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

14. **ASSIGNMENT OF AGREEMENT.** Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

15. **INSURANCE.**

- 15.1. **Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the

following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

B. *Professional Liability.* Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. *Workers' Compensation.* Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

D. *Deductibles and Self-Insured Retentions.* During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of

losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - iii.** Terminate this Agreement.
 - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

16. DISPUTES.

16.1. If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.
- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

16.2. If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to

the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

- 16.3.** If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

- 18.1.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.
- 18.2.** Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 18.3.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

19. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of McFarland
 Attn: City Manager
 401 W. Kern Avenue
 McFarland, CA 93250

If to Consultant: Erica Nelles, Senior Principal
 1760 Creekside Oaks Drive,
 Suite 280
 Sacramento, Ca 95833

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

20. GENERAL PROVISIONS.

20.1. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20.2. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20.3. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

20.4. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

20.5. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

20.6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

20.7. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

20.8. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

20.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

20.10. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20.11. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

22. ACCESS AND ACCOMMODATIONS

22.1. Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

22.2. Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

22.3. Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

22.4. Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

22.5. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	CONSULTANT*
CITY OF MCFARLAND, a municipal corporation By: _____ Name: Saul Ayon Title: Mayor Dated: _____, 202__ ATTEST: _____ Erika De La Cruz, City Clerk	DEWBERRY ARCHITECTS, INC. Architectural Consultant By: _____ Name: _____ Title: _____ Dated: _____, 202__ By: _____ Name: _____ Title: _____ Dated: _____, 202__ *Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

“ATTACHMENT “A”
Scope of Work

September 30, 2024

City of McFarland – Public Works
Attn: Yerlys Hernandez, Public Works Director
401 W. Kern Ave.
McFarland, CA 93250
E: yhernandez@mcfarlandcity.org

RE: New McFarland Police Station, located in the City of McFarland, California

Dear Mr. Hernandez,

Dewberry Architects Inc. is pleased to submit to the **City of McFarland (City)**, this scope of work and fee proposal to validate the revised floor plan and design of the pre-engineered metal building presented at our interview. Additionally, this scope of work includes the preparation of design development documents, construction documents for submission and approval by the City of McFarland Building Department (AHJ), Bidding Assistance, and Construction Administration.

SCOPE OF SERVICES

This fee proposal includes the following scope of services:

PROJECT VALIDATION (3 Weeks)

During the Project Validation phase, the Dewberry team will facilitate an initial Project Kick-off meeting in McFarland to review City's and Police Department's goals and vision for the project. Dewberry will present a floor plan with reduced square footage and a pre-engineered metal building concept.

Following the meeting, Dewberry will revise the preliminary floor plan and pre-engineered metal building aesthetics based on comments received at the kick-off meeting. It is anticipated that there will be two virtual meetings to finalize the floor plan and pre-engineered metal building design.

Validation Meetings:

- Attend In-person Kick-off meeting.
 - Review goals and vision.
 - Review updated floor plan.
 - Review pre-engineered building design.
- Attend (2) virtual meetings to review updates to floor plan and pre-engineered metal building design.

Validation Deliverables:

- Approved Floor Plan
- Approved Exterior Renderings (2 views)

DESIGN DEVELOPMENT (10 Weeks)

During this phase, Dewberry will develop a 100% Design Development (DD) package based on the approved floor plan and pre-engineered metal building design concept.

The pre-engineered metal building will be designed through a deferred or delegated process. Dewberry will be responsible to coordinate with the selected PEMB manufacture.

Upon the City's approval of the DD submittal, Dewberry will proceed with developing a probable cost of construction.

Design Development Meetings:

- Dewberry anticipates weekly virtual design meetings, (8) in total, *8 week design schedule.
- Attend (1) in-person meeting to review the final 100% DD submittal and interior finishes with the City of McFarland and Police Stakeholders.

Design Development Deliverables (pdf):

- | | |
|------------------------------|--|
| 1. Cover Sheet | 7. Interior Elevations |
| 2. Life Safety Code Analysis | 8. Interior Finish Schedule |
| 3. Site Plan | 9. Preliminary Details |
| 4. Floor Plan | 10. Outline Specifications |
| 5. Enlarged Restroom Plans | 11. MEP Drawings and Equipment Schedules |
| 6. Reflected Ceiling Plan | 12. Cost Estimate |

TASK 3: - CONSTRUCTION DOCUMENTS (12 Weeks)

Upon written notice to proceed and verification the cost estimate aligns with City's budget, Dewberry will proceed to Construction Documents.

Plan Check and Permitting

During this phase Dewberry will submit to the McFarland Building Department (AHJ) drawings and documents required for plan check review for one (1) building permit. Any additional permits or deferred submittals will be submitted and managed by the General Contractor.

Dewberry assumes up to two (2) rounds of plan check comments. Plan check comments shall be integrated into an Issue for Construction set stamped and signed by the Architect of Record.

Note: The pre-engineered metal building will be designed through a deferred or delegated process. Dewberry will be responsible to coordinate with the selected PEMB design in the overall permit documents, but the City will be responsible to contract directly with the selected manufacturer for design services, including signed and sealed engineering documents.

Construction Documents Meetings:

1. Dewberry anticipates bi-weekly virtual design meetings, (6) in total, *12 weeks design schedule.
2. Permitting TBD

Construction Documents Deliverables (pdf):

- | | |
|--|---|
| 1. Cover Sheet | 12. Structural Drawings and Calculations |
| 2. Code Analysis | 13. MEP Drawings and Equipment Schedules |
| 3. General Information/Notes | 14. Low Voltage Drawings and Equipment Schedules |
| 4. Site Plan | 15. Access Control/ Security Drawings and Equipment Schedules |
| 5. Floor Plan | 16. Complete Project Specifications in CSI format. |
| 6. Enlarged RR Plans | 17. Fire Alarm and Fire Sprinkler Basis of Design |
| 7. Reflected Ceiling Plan | 18. Specifications in CSI Format |
| 8. Interior elevations | |
| 9. Wall Sections | |
| 10. Door/Window/Finish Schedules | |
| 11. Details as necessary for the construction of the architectural design. | |

TASK 4: - BIDDING

Dewberry understands the City will administer the bidding process.

1. Dewberry will attend one pre-bid conference with City and selected General Contractor(s).
2. Respond in writing to requests for information (RFI).

TASK 5: - CONSTRUCTION ADMINISTRATION

Upon receipt of City's written Notice-to-Proceed, Dewberry will provide the following support services:

1. Attend pre-construction meeting (on-site).
2. Respond to RFI's.
3. Review project submittals.
4. Perform up to (3) Architectural site visits and (2) site visit per discipline for all others. Additional Site Visits can be provided as an Additional Services.
5. Prepare punch-list in collaboration with General Contractor.

Assumptions:

1. The pre-engineered metal building will be designed through a deferred or delegated process.
2. AHJ for the Project will be the City of McFarland.
3. Scope of work will be documented in no more than (1) construction package.
4. All Plan Check Permit fees will be paid by City.

Exclusions:

The following items are available as additional services if requested:

1. The design and permitting of the pre-engineered metal building.
2. Work beyond the immediate extents of the project area.
3. Fixtures, Furniture & Equipment (FF&E) selection and procurement.
4. Any consultants or disciplines not explicitly included in this proposal.
5. Additional meetings and/or site visits.
6. Life cycle cost analyses, owning or operating cost studies and energy effectiveness studies.
7. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building.
8. Design services related to sustainable building certifications, studies necessary to determine feasibility of sustainable certification and the preparation or coordination of the documentation necessary for sustainable certification.
9. Significant City requested changes after DD approval.
10. Plan Check and Permit application fees.

DESIGN FEE:

The proposed fee for professional services is based on a construction cost of \$12.5 million dollars. If the construction cost exceeds 12.5 million dollars at the end of the Design Development phase, and the County wishes to proceed with the higher construction cost, additional fees may be required at the construction document phase. If the County requests alternative options and value engineering design exercises at the end of the Design Development phase to lower the construction cost additional fees may be required.

Dewberry to be paid on a Not to Exceed, **Lump Sum Basis**. (Monthly invoices will be submitted for the work completed in the billing cycle.)

	SD	DD	CD	Bid	CA	Total
Dewberry	\$36,450	\$160,940	\$156,220	\$13,000	\$115,240	\$481,850
Civil		\$85,960	\$85,960	\$2,115	\$25,850	\$199,885
Structural		\$13,236	\$28,862	\$770	\$9,148	\$52,016
Mech/ Elec/ Plumb/		\$49,358	\$79,666	\$3,468	\$54,910	\$187,402
Security/ Low Voltage		\$16,034	\$24,622	\$1,156	\$21,675	\$63,487
Fire Alarm/ Fire Sprinkler		\$2,890	\$2,890	\$1,156	\$2,023	\$8,959
Landscape		\$19,780	\$28,775	\$2,160	\$19,730	\$70,445
Cost Estimating		\$11,968	\$12,716			\$24,684
Total	\$36,450	\$360,166	\$419,711	\$23,825	\$248,576	\$1,088,728

Estimated Reimbursables: \$8,500

Reimbursables include shipping, reproduction, and mileage. City is responsible to pay all required plan check fees.

This proposal assumes that the project will proceed without delay between all phases of the project. If City chooses to delay the commencement of any phase of the Project, or construction phase is longer than fourteen (14) consecutive months, Dewberry reserves right to Additional Services.

Yerlys Hernandez, Public Works Director
1001 Allison Drive
Vacaville, CA 95867
February 01, 2024

Please feel free to contact me at (916) 239-7268 with any questions and discuss next steps. We look forward to working with you and your Team on this very important project.

Sincerely,



Dewberry Architects Inc.
Patricia Esposito
Associate Principal

Cc:

- File
- Erica Nelles, Senior Principal
Director of Operations



City of McFarland

City Council Meeting

STAFF REPORT

Agenda Item No. 12.
Section: ADMINISTRATIVE
AGENDA
Meeting Date: October 23,
2024

TO: Honorable Mayor and Council Members

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

SUBJECT: Approval of Resolution No. 2024-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT BETWEEN THE CITY OF MCFARLAND AND DEE JASPER & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF A NEW WATER WELL

SUMMARY:

On October 14th, The City of McFarland received an executed agreement securing funding through the State Water Board for the Expedited Drinking Water Grant. This grant will fund the design and the construction of a new City Water Well.

The Expedited Drinking Water Grant allocates a total of \$8,532,402 for the construction and design of the new well.

One of the requirements for receiving the funding is to have a Professional Engineering Services contract in place for the design and construction of the new well.

Staff, reached out to our City On-Call Water Engineer, Dee Jasper & Associates, and requested a proposal. The proposal by Dee Jasper and Associates includes the cost for design of a test well which is completed before the actual well is drilled. The test well is a critical step to take to determine the quality of water at specific depths. The cost proposal also includes the design, bidding, and construction management and inspection of the well. The total cost of Dee Jasper & Associates proposal is \$720,935.

FINANCIAL IMPACT:

The financial impact of the design and construction management of the new water well is \$720,935. These costs have been incorporated into the fiscal year 2024-25 capital improvement program budget. Also, the Professional services agreement will be funded by the grant received by the State Water Board.

RECOMMENDATION:

Staff recommends adopting a resolution authorizing the City Manager to sign and execute an agreement with Dee Jasper & Associates for the Design and Construction Management of a new water well.

ATTACHMENTS:

1. Dee Jasper & Associates, inc - Consultant Agreement
2. Executed Funding Agreement_Redacted

RESOLUTION NO. 2024-122

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCFARLAND APPROVING AN AGREEMENT BETWEEN THE CITY OF MCFARLAND AND DEE JASPER & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF A NEW WATER WELL.

WHEREAS, On October 14th, The City of McFarland received an executed agreement securing funding through the State Water Board for the Expedited Drinking Water Grant: and

WHEREAS, This grant will fund the design and the construction of a new City Water Well;
and

WHEREAS, The Expedited Drinking Water Grant allocate a total of \$8,532,402 for the construction and design of the new well; and

WHEREAS, One of the requirements for receiving the funding is to have a Professional Engineering Services contract in place for the design and construction of the new well; and

WHEREAS, Staff, reached out to our City On-Call Water Engineer, Dee Jasper & Associates, and requested a proposal; and

WHEREAS, The cost proposal for the design, bidding, and construction management and inspection of the New Well from Dee Jasper & Associates is \$720,935.

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 Agreement with Dee Jasper and Associates for the Design and Construction management and Testing of the New City Water Well in the amount of \$720,935.
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 October 23, 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:

Erika De La Cruz, 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.

APPROVED AS TO FORM:

Nathan Hodges, City Attorney

**AGREEMENT FOR CIVIL ENGINEER CONSULTANT
SERVICES
BETWEEN**

CITY OF MCFARLAND, CALIFORNIA,

AND

DEE JASPAR & ASSOCIATES, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by the CITY OF MCFARLAND (the "City") and DEE JASPAR & ASSOCIATES, INC., ("Consultant").

RECITALS

The City requires outside assistance to provide the following services:

**Civil Engineering - Design and Construction Management for New City Water Well
Project**

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being duly qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, the City and Consultant agree as follows:

1. TERM OF AGREEMENT. AGREEMENT

1.1. This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

1.2. Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment "A" to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant shall complete the services and provide final data and reports no later than March 1, 2027, unless an extension of time is mutually agreed to by both parties in writing.

2. CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A).

- 2.1. Consultant shall provide the City with the following services: The specific manner in which the services are to be performed is described in Attachment “A” which is attached hereto and incorporated herein as though fully set forth at length, collectively hereinafter referred to as “Described Services.”
 - 2.2. Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of Federal, State and Local law.
 - 2.3. Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.
 - 2.4. Consultant shall maintain professional certifications as required to properly comply with all City, State, and Federal law.
 - 2.5. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. If the City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.
 - 2.6. If a license or certification of any kind is required of Consultant, its employees, agents, or subcontractors by federal, state or law and regulation, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
 - 2.7. Consultant shall provide the City with timely written reports of all significant developments or delays arising during performance of its services.
- 3. PAYMENT FOR SERVICES (ATTACHMENT B).**
- 3.1. Payment to Consultant to perform its Scope of Work is set forth in Attachment B, attached hereto and incorporated herein. The payments provided in this Section are full compensation for the Scope of Work as described in Attachment A.
 - 3.2. Consultant shall submit monthly bills to the City, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain:
 - a description of services performed;
 - the date the services were performed;
 - the number of hours spent and by whom;
 - a description of all costs incurred, and the Consultant's signature.

Consultant agrees to use every appropriate method to contain fees and costs under this Agreement. Once invoice is submitted and approved by the City, City payment will be made within 30 days of approval.

- 3.3. The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4. SUBCONTRACTING.

- 4.1. Consultant will not subcontract any portion of its Scope of Work without prior written approval of City. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of Consultant's subcontractors/subconsultants and for the persons either directly or indirectly employed by the subcontractors/subconsultants, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor/subconsultant of Consultant and the City. Consultant will be responsible for payment of subcontractors/subconsultants. Consultant shall bind every subcontractor/subconsultant to the terms of the Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the City. Consultant agrees that the City is an intended third-party beneficiary of any services agreement entered into between Consultant and any subcontractor or subconsultant.

5. PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT C).

- 5.1. Attachment C is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.
- 5.2. Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6. **CHANGES IN WORK AND EXTRA WORK.** Consultant shall not change the scope or duration of work or perform work in excess of the Scope of Work without the prior, written approval of the City by an executed Change Order, describing in detail the revision to Scope of Work, revisions in payment and/or time, fully executed by both parties. Failure to obtain a Change Order prior to the commencement of any revision waives Contractor's right to payment for such additional services.

- 7. RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.** City designates its City Manager, to represent the City in all matters within the scope of this Contract relating to the conduct and approval of the work to be performed. Whenever the term “approval of City,” “consult with City,” “confer with City,” or similar terms are used, they shall refer to the City Manager. The City Manager may designate an assistant to act in his/her stead.

The CITY shall furnish upon request, without charge, all standard plans and specifications and any other information which the City now has in its files that may be of use to Consultant.

- 8. VERBAL AGREEMENT OR CONVERSATION.** No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

9. TERMINATION OF AGREEMENT.

9.1. Termination for Convenience City may terminate this Contract for City’s convenience at any time by providing Consultant thirty days written notice. Upon receipt of the notice of termination, Consultant shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. City shall pay Consultant its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Consultant to effect the termination. Thereafter, Consultant shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Consultant agrees to execute any documents necessary for City to perfect, memorialize, or record City’s ownership of rights provided herein.

9.2. Termination for Breach of Contract.

9.2.1. Except as provided in Attachment “C”, if Consultant fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Consultant written notice of the default. City’s default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City. Additionally, City’s default notice may offer Consultant an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City’s sole discretion, City may accept or reject Consultant’s plan. If the default cannot be cured or if Consultant fails to cure within the period allowed by City, then City may terminate this Contract due to Consultant’s breach of this Contract.

9.2.2. If the default under this Contract is due to Consultant’s failure to maintain the insurance required under this Contract, Consultant shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subconsultants of the loss of insurance coverage and Consultant’s obligation to suspend performance of services. Consultant shall not

Consultant's obligation to suspend performance of services. Consultant shall not recommence performance until Consultant is fully insured and in compliance with City's requirements.

9.2.3. If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.2.4. If Consultant engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.2.5. Acts of Moral Turpitude.

- a.** Consultant shall immediately notify City if Consultant T or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- b.** If Consultant or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.
- c.** If Consultant or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Consultant an opportunity to present evidence of Consultant's ability to perform under the terms of this Contract.
- d.** Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- e.** For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Consultant.

9.2.6. In the event City terminates this Contract as provided in this section, City may procure, upon such terms and in the manner as City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to City for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Consultant was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

9.2.8. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3. In the event that this Contract is terminated, Consultant shall immediately notify all employees and Subconsultants, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

10. COVENANTS AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, at the City's discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

11. OWNERSHIP OF DOCUMENTS.

11.1. All computer data, computer drawing files, plans, studies, sketches, drawings, reports, specifications, and all work product produced by Consultant under this Agreement are the property of the City, whether or not the City completes the Scope of Work or proceeds with the project for which such documents are prepared.

11.2. This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

12. INDEPENDENT CONTRACTOR.

12.1. The Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent Contract and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the Project.

12.2. If the Consultant subcontracts any of the work to be performed under this Agreement pursuant to the terms of this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of

the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

13. HOLD HARMLESS AND INDEMNIFICATION.

13.1. Indemnification - It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

13.2. Acceptance by City of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this Agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.

13.3. Consistent with California Civil Code section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, immediately defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, subconsultants or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers.

13.4. Other than in the performance of professional services by a design professional, which law shall be solely as addressed in subparagraph 12.3 above, and to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against any claims, demands, damages, costs, or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, interest, defense costs, and expert witness fees) arising out of the performance of this Agreement by Consultant, its officers, employees, agents, subcontractors and subconsultants, excepting only that resulting from the sole negligence,

sole active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code.

- 13.5.** Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- 14. ASSIGNMENT OF AGREEMENT.** Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City.

15. INSURANCE.

- 15.1. Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the Agreement (including all extensions provided), and provide proof thereof that is acceptable to the City the insurance specified in subsections (A) through (F) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.

A. Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an additional insured endorsement to the policy: City, its officers, employees, agents, and volunteers are to be covered as insured's as respects each of the

following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. In the event that Consultant purchases automobiles during the term of this Agreement, said automobiles shall be likewise covered. The coverage shall contain no special

An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.

Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

B. *Professional Liability.* Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

- i. Be from an insurance company authorized to be in business in the State of California;
- ii. Be in an insurable amount of not less than \$1,000,000 for each occurrence; and
- iii. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

C. *Workers' Compensation.* Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.

D. *Deductibles and Self-Insured Retentions.* During the period covered by this Agreement, upon express written authorization of City Risk Manager, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of

losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- E. *Notice of Reduction in Coverage.*** In the event that any coverage required under subsections (A), (B), or (C) of this section of the Agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five day after Consultant is notified of the change in coverage.
- F. *Other Remedies.*** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
- i.** Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - ii.** Order Consultant to stop work under this Agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
 - iii.** Terminate this Agreement.
 - iv.** Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

16. DISPUTES.

16.1. If a dispute should arise regarding the performance of this Agreement, the following initial dispute resolution procedures shall be used:

- A.** Within twenty (20) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.
- B.** The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

16.2. If the dispute is not resolved at staff level in accordance with Section 16.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties) , the aggrieved party, through its respective project manager shall deliver to

the General Manager's office a letter outlining the dispute for the General Manager's review. The receiving party may submit further response, if required, to the General Manager within five (5) City working days thereafter. The General Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

16.3. If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

17. CONFLICT OF INTEREST. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

18. CONSULTANT'S BOOKS AND RECORDS.

18.1. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

18.2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

18.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City General Counsel, City Auditor, General Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.4. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the General Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant's representatives, or Consultant's successor in interest.

19. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of McFarland
 Attn: City Manager
 401 W. Kern Avenue
 McFarland, CA 93250

If to Consultant: Curtis Skaggs, Principal
 Engineer
 2730 Unicorn Road,
 Bldg. A
 Bakersfield, CA 93308

Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

20. GENERAL PROVISIONS.

20.1. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20.2. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20.3. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Kern.

20.4. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

20.5. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes any prior oral and written agreements and understandings between the parties with respect thereto.

20.6. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties.

20.7. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

20.8. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

20.9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Consultant shall not assign this Agreement or any part thereof to any other entity or individual.

20.10. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

20.11. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

21. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

22. ACCESS AND ACCOMMODATIONS

22.1. Consultant shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

22.2. Consultant shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

22.3. Consultant shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

22.4. Construction, if any, will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

22.5. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

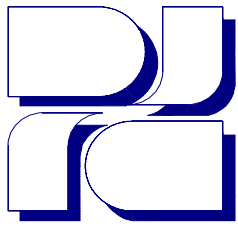
Consultant understands that City is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by Consultant for work to be performed under this Contract must include an identical provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year written below.

CITY	CONSULTANT*
CITY OF MCFARLAND, a municipal corporation By: _____ Name: Saul Ayon Title: Mayor Dated: _____, 202__ ATTEST: _____ Erika De La Cruz, City Clerk	DEE JASPAR & ASSOCIATES, INC. Engineering Consultant By: _____ Name: _____ Title: _____ Dated: _____, 202__ By: _____ Name: _____ Title: _____ Dated: _____, 202__ *Signatures of consultant must be notarized. Need two signatures if contractor is a corporation. Attach acknowledgement
APPROVED AS TO FORM: _____ Nathan M. Hodges, City Attorney	

“ATTACHMENT “A”
Scope of Work



DEE JASPAR & ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
2730 UNICORN ROAD, BUILDING A
BAKERSFIELD, CA 93308
PHONE (661) 393-4796
FAX (661) 393-4799

October 14, 2024

City of McFarland
401 W. Kern Avenue
McFarland, CA 93250

**Re: New Municipal Water Well Project
Engineering Services Proposal**

Attached is an itemized engineering proposal for the engineering design, project oversight, and construction management for the New Municipal Water Well Project.

The itemized budget proposal has been separated into six tasks as outlined below:

Task #1 – Test Well Drilling Bid Documents

This task involves preparing the bid documents for the test well and bid administration and includes, but is not limited to the following:

- Field Surveying and Preliminary Site Layout
- Preparation of the Notice of Exemption (NOE)
- Preparation of Test Well Specifications and Bid Documents

- Advertise for Bids
- Administer Pre-Bid Job Walks
- Administer Bid Opening
- Prepare Bid Recommendation

The budget amount for Task #1 is \$19,694.00.

Task #2 – Test Well Drilling Construction Management

This task involves the oversight and inspection for the test well project and includes, but is not limited to the following:

- Execution of Contract Documents
- Administer a Preconstruction Meeting
- Test Well Drilling Oversight and Daily Inspection
- Water Quality Sampling and Testing
- Preparation of a Test Well Report and Recommendations

The budget amount for Task #2 is \$52,400.00

Task #3 – Well Drilling Bid Documents

This task involves preparing the bid documents for the well drilling and bid administration and includes, but is not limited to the following:

- Preparation of Well Drilling Plans
- Preparation of Well Specifications and Bid Documents
- Preparation of an Engineer's Estimate

- Advertise for Bids
- Administer Pre-Bid Job Walks
- Administer Bid Opening
- Prepare Bid Recommendation

The budget amount for Task #3 is \$15,528.00

Task #4 – Well Drilling Construction Management

This task involves the oversight and inspection for the water well drilling project and includes, but is not limited to the following:

- Execution of Contract Documents
- Administer a Preconstruction Meeting
- Well Drilling Oversight and Daily Inspection for Drilling and Development
- Water Quality Sampling and Testing
- Preparation of a Well Report and Recommendations

The budget amount for Task #4 is \$71,374.00

Task #5 – Well Equipping and Site Development Bid Documents

This task involves preparing the bid documents for the well equipping and site development and bid administration and includes, but is not limited to the following:

- Perform Well Site and Pipeline Topographic Surveying
- Perform a Geotechnical Investigation and Soils Report
- Preparation of 50% Well Equipping Plans
- Preparation of CEQA Initial Study and Mitigated Negative Declaration
- Preparation of 90% Well Equipping Plans and Specifications
- Preparation of 100% Well Equipping Plans and Bid Documents
- Preparation of an Engineer's Estimate
- Preparation of Environmental Package
- Assistance with Electrical Service Application and Project Permitting

- Advertise for Bids
- Administer Pre-Bid Job Walks
- Administer Bid Opening
- Prepare Bid Recommendation

The budget amount for Task #5 is \$174,069.00.

Task #6 – Well Equipping and Site Development Construction Management

This task involves the oversight and inspection for the water well equipping and site development project and includes, but is not limited to the following:

- Execution of Contract Documents
- Administer a Preconstruction Meeting
- Submittal and Shop Drawing Reviews
- Review and Response to Requests for Information (RFI's)
- Review and Approve Monthly Progress Payments
- Preparation of Monthly Project Claims
- Preparation of Quarterly Project Reports
- Well Equipping and Site Development Oversight and Daily Inspection
- Compaction and Concrete Testing
- Facilitate Start-Up and Testing
- Preparation of the Drinking Water Permit Application
- Preparation of Project Completion Report
- Project Close-Out Documents

The budget amount for Task #6 is \$387,870.00.

The total budget proposal for this work is \$720,935.00.

Please let me know if you have any questions or if you would like to discuss revisions to the above noted scope of work or costs.

Sincerely,

Curtis Skaggs

Curtis M. Skaggs, P.E.
Senior Engineer

ATTACHMENT “B”
Payment for Services

Once an invoice is submitted and approved by the City, City payment will be made within 30 days of approval. The payment provided is full compensation for the DESCRIBED SERVICES

Dee Jaspar Associates
Consulting Civil Engineers

City of McFarland											
New Municipal Water Well Project											
Engineerng Design and Construction Inspection											
Professional Engineering Services Proposal Budget											
	Principal Engineer	Registered Engineer / Project Manager	Senior Engineer	Surveyor	Survey Crew	Draftsperson	Secretary	Ken Schmidt & Associates, Inc.	Geotechnical & Water Quality Laboratory Testing	Electrical Power Systems	
Scope of Work	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Time (hrs)	Estimated Cost (\$)	Estimated Cost (\$)	Estimated Cost (\$)	Total
1. Test Well Drilling Bid Documents											
Field Surveying and Preliminary Site Layout		4	4	4	8	4					\$4,576
Preparation of a Notice of Exemption		4	8								\$1,886
Preparation of Test Well Bid Documents		8	12			8		\$1,500			\$5,540
Assist City in Bid Process and Respond to Questions		16	16								\$5,128
Prepare Bid Recommendation		8	8								\$2,564
Subtotal:											\$19,694
2. Test Well Drilling Construction											
Contract Documents and Preconstruction Meeting		12	12								\$3,846
Test Well Drilling Oversight and Daily Inspection		12	60					\$5,500			\$16,594
Water Quality Sampling and Testing		8	40					\$4,500	\$16,000		\$27,896
Test Well Report and Design Recommendations		8	8					\$1,500			\$4,064
Subtotal:											\$52,400
3. Preparation of Well Drilling Plans & Specifications											
Prepare Well Plans, Specifications, and Cost Estimate		16	16			8	4	\$1,500			\$7,836
Assist City in Bid Process and Respond to Questions		16	16								\$5,128
Prepare Bid Recommendation		8	8								\$2,564
Subtotal:											\$15,528
4. Well Drilling Quality Control & Inspection											
Contract Documents and Preconstruction Meeting		12	12								\$3,846
Conductor Casing Installation Inspection and Quality Control.			8								\$1,208
Pilot Hole Drilling Inspection and Quality Control.		10	30								\$6,225
Geophysical Logging and Review. Selection of Zone Tests and Casing Design.		8	8					\$2,000			\$4,564
Zone Testing Inspection, Quality Control, and Water Quality Sampling.		10	40					\$4,000	\$12,500		\$24,235
Reaming Inspection and Quality Control.		10	30								\$6,225
Caliper Log and Deviation Survey Review		2	8								\$1,547
Casing, Gravel Pack, & Cement Seal Inspection and Testing.		8	48								\$8,604
Airlifting & Swabbing Inspection and Quality Control.		4	12								\$2,490
Well Development Inspection and Quality Control.		8	24					\$1,500			\$6,480
Well Video Review and Quality Control.		4	8								\$1,886
Final Report and Project Closeout.		8	8					\$1,500			\$4,064
Subtotal:											\$71,374
5. Prepare Site Equipping Plans, Specifications, & Cost Estimate											
Perform Field Surveying of Well Site Topography, Pipeline Alignment, Existing Utilities, and Surface Features.		4	8	4	16	8					\$7,844
Perform Geotechnical Investigation and Prepare a Geotechnical Report for the foundations, pressure tank footings, and pipeline design.		2	8						\$16,000		\$17,547
Prepare 50% Project Plans, Specifications, and Estimate for SWB Review and Comment	4	16	80			80				\$16,000	\$40,380
Prepare 90% Project Plans, Specifications, and Estimate for SWB Review and Comment	4	16	80			80				\$12,000	\$36,380
Prepare 100% Project Plans, Specifications, and Estimate for Bidding Purposes	2	16	40			40	4			\$4,000	\$17,882
Prepare Draft CEQA Initial Study and Mitigated Negative Declaration	2	16	80			40	4		\$12,000		\$31,922
Prepare Environmental Package and Final CEQA Document	2	16	40				4				\$9,522
Prepare and assist City Staff with Electrical Service Application, Telephone Service, and all Applicable Project Permitting.		8	8				4			\$2,000	\$4,900
Assist City in Bid Process and Respond to Questions		16	16								\$5,128
Prepare Bid Recommendation		8	8								\$2,564
Subtotal:											\$174,069
6. Well Equipping Quality Control & Inspection											
Contract Documents and Project Kick-Off		8	8								\$2,564
Administer Pre-Construction Meeting and Distribute Meeting Minutes.		4	8								\$1,886
Perform Submittal Reviews.		20	80							\$12,000	\$27,470
Review and Respond to Proposed Change Orders and Requests for Information.		16	32							\$3,000	\$10,544
Review and Approve Monthly Progress Pay Requests and Disbursement Claims		40	40								\$12,820
Prepare Quarterly Progress Reports and Project Completion Report		24	24								\$7,692
Perform Daily Inspection and Quality Control including Concrete Testing, Compaction Testing, etc.		160	1560						\$25,000	\$6,000	\$293,680
Perform Final Project Walk-Thru Inspection, Administer Startup, Testing, and Training.		8	24							\$3,000	\$7,980
Assist with Obtaining Drinking Water Permit Amendment Approvals		12	16				4				\$4,786
Prepare Final Record Drawings, O&M Manuals, and Project Close-Out Documents.		16	40			40	4			\$5,000	\$18,448
Subtotal:											\$387,870
Total Hours Estimated:	14	630	2644	8	24	308	28	\$23,500	\$81,500	\$63,000	
Total Engineering Estimate:	\$3,038	\$106,785	\$399,244	\$1,260	\$6,684	\$33,572	\$2,352	\$23,500	\$81,500	\$63,000	\$720,935

**ATTACHMENT “C”
SCHEDULE**

Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
1.	Project Management		
1.1	Technical and Administrative Services	N/A	Ongoing
1.2	Notification of Upcoming Meetings, Workshops, and Trainings	N/A	As Needed
1.3	Site Visits	N/A	As Needed
1.4	Photo Documentation	N/A	Ongoing
2.	Initial Submissions		
2.1	Mandatory TMF Assessment Elements	N/A	Completed
2.2	EDWG Financial Package	N/A	Completed
2.3	Complete any incomplete items identified by Division after review of 2.1 and 2.2.	N/A	10/31/2024
2.4	Professional Engineering Services Contract	N/A	Prior to disbursement of any related costs
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA	N/A	11/30/2024
3.1.2	EDWG Environmental Package and Final CEQA	N/A	11/30/2024
3.2.1	California Public Utilities Commission Approvals	N/A	N/A
3.2.2	Property Rights or Rights of Way	N/A	11/30/2024
3.2.3	Documentation of Necessary Water Rights	N/A	11/30/2024

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
3.2.4	Consolidation Agreement(s)	N/A	N/A
3.2.5	Local Agency Formation Commission Approvals	N/A	N/A
3.2.6	List and Signed Copies of Any Other Necessary Approvals, Entitlements, Permits, and Agreements	N/A	11/30/2024
4.	Planning, Design, and Engineering		
4.1	Engineering Report, Technical Memo, or Similar Document	N/A	Completed
4.2	50% Plans and Specifications	N/A	10/31/2024
4.3	100% Plans and Specifications	N/A	1/31/2025
5.	Bid Solicitation		
5.1	Bid Documents	N/A	1/31/2025
5.2	EDWG Request for Bid Solicitation Approval	N/A	2/28/2025
5.3	EDWG Request for Final Budget Approval Form	N/A	6/30/2025
6.	Construction and Implementation		
6.1	Notice(s) to Proceed	N/A	8/31/2025
6.2	Notification of Project Changes	N/A	As Needed
6.3	Necessary TMF Elements	N/A	1/31/2026
6.4	Permit Amendment Application Documents	N/A	1/31/2026
6.5	Completion of Construction	N/A	12/31/2026
6.6	Project Completion	12/31/2026	N/A
REPORTS			
A.5	Progress Reports	Quarterly	N/A
A.6	Project Completion Report	N/A	1/31/2027
A.8	Final Inspection and Certification	N/A	1/31/2027
BUDGET COSTS AND REIMBURSEMENT			
B.6.1 and B.6.2	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
C.16	Final Reimbursement Request	3/1/2027	6 months after approved Completion of Construction date or the Critical Due Date for Final Reimbursement Request, whichever comes first



EXPEDITED DRINKING WATER GRANT

AGREEMENT NO. D2402020

BY AND BETWEEN

CITY OF MCFARLAND ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



FOR THE PURPOSE OF THE

CITY OF MCFARLAND WATER SYSTEM IMPROVEMENT & TREATMENT PROJECT PHASE 1
("Project")

PROJECT NO. EDWG-1510013-003C

-
- Section 116766 of the Health and Safety Code and Resolution Nos. 2023-0006 and 2024-0028

PROJECT FUNDING AMOUNT: \$8,532,402
ESTIMATED REASONABLE PROJECT COST: \$8,532,402

ELIGIBLE WORK START DATE: JULY 12, 2021
ESTIMATED COMPLETION OF CONSTRUCTION DATE: DECEMBER 31, 2026
PROJECT COMPLETION DATE: DECEMBER 31, 2026
FINAL REIMBURSEMENT REQUEST DATE: MARCH 1, 2027
RECORDS RETENTION END DATE: DECEMBER 31, 2062

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS
 - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference, as well as any documents incorporated by reference in Exhibit D:
 - the Final Plans & Specifications, including any amendments, as approved by the Division, which are the basis for the construction contract to be awarded by the Recipient;
 - the Drinking Water System Permit No. 0312-08P-004 and any amendments thereto;
3. Party Contacts during the term of this Agreement are:

State Water Board		City of McFarland	
Section:	Division of Financial Assistance		
Name:	Jessica Krebs, Project Manager	Name:	Diego Viramontes, City Manager
Address:	1001 I Street, 16 th Floor	Address:	401 W Kern Ave.
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	McFarland, CA 93250
Phone:	(916) 341-5986	Phone:	661-792-3091
Email:	Jessica.Krebs@Waterboards.ca.gov	Email:	dviramontes@mcfarlandcity.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
7. The Recipient has reviewed and fully understands the provisions and requirements of this Agreement. The Recipient has reviewed and affirms the representations and warranties in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF MCFARLAND:

[Redacted Signature]

Name: Diego Viramontes
Title: City Manager

Date: Oct 3, 2024

STATE WATER RESOURCES CONTROL BOARD:

[Redacted Signature]

Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: Oct 14, 2024

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 45 years. The funding under this Agreement will be used to resolve a nitrate maximum contaminant level (MCL) violation and a 1,2,3- Trichloropropane (1,2,3-TCP) compliance order issued to the Recipient's water system and provide overall system reliability.

A.2 SCOPE OF WORK.

Portions of this scope of work may be funded through separate agreements or programs, including agreements with third- party technical assistance providers. Such tasks may still be included herein to clearly document expectations of the Recipient regarding implementation of the Project under this Agreement. Any costs funded through other agreements or programs cannot be submitted for reimbursement under this Agreement.

The Recipient agrees to do the following:

1. Project Management

- 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
- 1.3 Conduct periodic and final site visits with the Project Manager.
- 1.4 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Project Manager as part of Progress Reports.

2. Initial Submissions

- 2.1 Submit the mandatory Technical, Managerial, and Financial (TMF) Assessment elements, including Budget/Capital Improvement Plan, Consolidation Feasibility, Ownership, and Water Rights, to the Project Manager for approval.
 - 2.1.1 Mandatory TMF elements must be met to the satisfaction of the Division prior to Bid Solicitation Approval.
- 2.2 Submit the Expedited Drinking Water Grant (EDWG) Financial Security Package to the Project Manager for approval.
 - 2.2.1 Division review and approval must be complete prior to Bid Solicitation Approval.
- 2.3 Complete necessary work to resolve any incomplete items identified by Division after the Division reviews submittals for Items 2.1 and 2.2.
- 2.4 Submit the professional engineering services contract(s) to the Project Manager for review and approval prior to disbursement of funds for costs incurred under such contract(s).

3. Environmental Compliance, Permitting, and Approvals

No construction or construction-related activities, including construction bid solicitation, is authorized until the California Environmental Quality Act (CEQA) process, permitting, access negotiations and other required approvals are complete.

- 3.1 Complete documentation required under the CEQA for the proposed construction project.
 - 3.1.1 Submit the draft CEQA document or Notice of Exemption, as applicable, to the Project Manager for comment.
 - 3.1.2 Submit the complete EDWG Program Environmental Package to the Project Manager, including one of the following: the Notice of Exemption filed with the County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse; or the final CEQA document (Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report), Mitigation Monitoring and Reporting Plan, comments and responses, adoption/certification resolution, and the Notice of Determination filed with the County Clerk and the Governor's Office of Planning and Research.
 - 3.1.3 Obtain written concurrence from the Project Manager confirming the State Water Board has made its own environmental findings if applicable and concurs that implementation/construction may proceed. The State Water Board may deem the Project ineligible for funding if construction begins prior to the Division's issuance of this written approval.
- 3.2 Obtain all public agency approvals, entitlements, permits, and agreements, if any, that are required for Project implementation before field work begins.
 - 3.2.1 Submit evidence of any necessary California Public Utilities Commission (CPUC) approvals and notice to the CPUC of the receipt of grant funds.
 - 3.2.2 If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate property rights or rights of way for the Useful Life of the Project.
 - 3.2.3 If the Project requires or involves the diversion or appropriation of water, the Recipient must submit appropriate documentation showing that Recipient has acquired necessary water rights.
 - 3.2.4 If the Project is a consolidation, the Recipient must submit an executed copy of the consolidation agreement(s) in a form satisfactory to the Division. Recipients are strongly advised to share a draft of the consolidation agreement(s) with the Project Manager, and to incorporate comments from the Project Manager before the agreement is finalized.
 - 3.2.5 Submit evidence of any necessary Local Agency Formation Commission approvals.
 - 3.2.6 Submit a list and signed copies of any other necessary approvals, entitlements, permits, and agreements to the Project Manager.

4. Planning, Design, and Engineering

- 4.1 Prepare an Engineering Report, Technical Memo, or similar document to support the design plans and specifications in Item 4.2, and submit to the Project Manager for comment.

- 4.1.1 Complete the following documents to support the test well installation in Item 4.1.2 and submit to the Project Manager for approval:

- Test well plans and specifications,
- Water quality testing plan,
- CEQA document or notice of exemption, as applicable,
- Documentation showing the current title holder and the current title holder's consent for the drilling of the test well.

- 4.1.2 Bid and complete the test well drilling work. This may be conducted prior to the Bid Solicitation Approval in Item 5.2 only after receiving written approval from the Project Manager in Item 4.1.1.

- 4.2 Prepare the fifty percent (50%) design plans and specifications and submit to the Project Manager for approval. The Project shall include:

Source Capacity Components

- Drill and equip a water well that produces approximately 2,000 gallons per minute (gpm) which will serve as a primary water source to meet maximum day demand (MDD) and provide overall system resiliency

Additional Project Components

- Complete site grading
- Construct concrete foundations
- Well discharge and conveyance piping and appurtenances
- Construct a well enclosure building
- Install site electrical components and controls, including a masonry block electrical building
- Install a pressure vessel
- Install a new emergency diesel/gas generator
- Construct site fencing
- Decommission and properly abandon the existing Browning Road Well

- 4.3 Complete the one hundred percent (100%) design plans and specifications and prepare a summary identifying any changes from the fifty percent (50%) plans in Item 4.2. Submit the one hundred percent (100%) design plans and specifications and summary of changes for the Project to the Project Manager for approval.

5. Bid Solicitation

- 5.1 Complete the bid documents in accordance with the approved design plans and specifications in Item 4.3 and submit to the Project Manager for approval.

- 5.2 Complete EDWG Request for Bid Solicitation Approval Form, after obtaining: TMF approval in Item 2.1, Financial Security Package approval in Item 2.2, environmental clearance in Item 3.1.3, and the necessary approvals, entitlements, permits, and agreements in Item 3.2. Submit to the Project Manager to obtain written Bid Solicitation Approval.

- 5.3 Advertise the Project for bid after receiving Project Manager approval in Item 5.2. Submit complete EDWG Final Budget Approval (FBA) Form, including necessary attachments, such as the advertised bid documents and bid summary, to obtain written FBA from the Project Manager.

6. Construction and Implementation

Construction, equipment procurement, or acquisition costs are not eligible for reimbursement prior to FBA.

- 6.1 After receiving FBA, award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Project Manager.
- 6.2 Submit any proposed changes that arise during construction that may affect the Project's benefits and components listed in Item 4.2, schedule, or costs to the Project Manager for approval prior to proceeding with the changes.
- 6.3 Submit the necessary TMF Assessment elements to the Project Manager by the Completion of Construction.
- 6.3.1 Prior to disbursement of the final 10% of the total Project Costs, necessary TMF elements must be demonstrated to the satisfaction of the Division, which may include elements that will be subsequently completed under DDW supervision.
- 6.4 Submit any required drinking water permit amendment application documents to the regulating agency (Division of Drinking Water, Local Primacy Agency, County Health Department, etc.) and the Project Manager before the Completion of Construction (if applicable).
- 6.5 Construct the Project in accordance with the approved design plans and specifications in Item 4.3.
- 6.6 Expeditiously initiate Project operations upon Completion of Construction.

A.3 SIGNAGE.

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Division may adjust the dates in the "Estimated Due Date" column of this table, but "Critical Due Date" adjustments will require an amendment to this Agreement. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal.

The Recipient must substantially complete construction by the approved Estimated Completion of Construction date unless an extension is granted by the Division in writing. The Recipient must deliver any request for extension no less than 30 days prior to the approved Estimated Completion of Construction date. Late requests may not be honored.

The Recipient must complete and submit all work in time to be approved by the Division prior to the approved Estimated Due Date for the Final Reimbursement Request.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A.2 – SCOPE OF WORK			
1.	Project Management		
1.1	Technical and Administrative Services	N/A	Ongoing
1.2	Notification of Upcoming Meetings, Workshops, and Trainings	N/A	As Needed
1.3	Site Visits	N/A	As Needed
1.4	Photo Documentation	N/A	Ongoing
2.	Initial Submissions		
2.1	Mandatory TMF Assessment Elements	N/A	Completed
2.2	EDWG Financial Package	N/A	Completed
2.3	Complete any incomplete items identified by Division after review of 2.1 and 2.2.	N/A	10/31/2024
2.4	Professional Engineering Services Contract	N/A	Prior to disbursement of any related costs
3.	Environmental Compliance and Permitting		
3.1.1	Draft CEQA	N/A	11/30/2024
3.1.2	EDWG Environmental Package and Final CEQA	N/A	11/30/2024
3.2.1	California Public Utilities Commission Approvals	N/A	N/A
3.2.2	Property Rights or Rights of Way	N/A	11/30/2024
3.2.3	Documentation of Necessary Water Rights	N/A	11/30/2024

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
3.2.4	Consolidation Agreement(s)	N/A	N/A
3.2.5	Local Agency Formation Commission Approvals	N/A	N/A
3.2.6	List and Signed Copies of Any Other Necessary Approvals, Entitlements, Permits, and Agreements	N/A	11/30/2024
4.	Planning, Design, and Engineering		
4.1	Engineering Report, Technical Memo, or Similar Document	N/A	Completed
4.2	50% Plans and Specifications	N/A	10/31/2024
4.3	100% Plans and Specifications	N/A	1/31/2025
5.	Bid Solicitation		
5.1	Bid Documents	N/A	1/31/2025
5.2	EDWG Request for Bid Solicitation Approval	N/A	2/28/2025
5.3	EDWG Request for Final Budget Approval Form	N/A	6/30/2025
6.	Construction and Implementation		
6.1	Notice(s) to Proceed	N/A	8/31/2025
6.2	Notification of Project Changes	N/A	As Needed
6.3	Necessary TMF Elements	N/A	1/31/2026
6.4	Permit Amendment Application Documents	N/A	1/31/2026
6.5	Completion of Construction	N/A	12/31/2026
6.6	Project Completion	12/31/2026	N/A
REPORTS			
A.5	Progress Reports	Quarterly	N/A
A.6	Project Completion Report	N/A	1/31/2027
A.8	Final Inspection and Certification	N/A	1/31/2027
EXHIBIT B AND C – FUNDING TERMS	BUDGET COSTS AND REIMBURSEMENT		
B.6.1 and B.6.2	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
C.16	Final Reimbursement Request	3/1/2027	6 months after approved Completion of Construction date or the Critical Due Date for Final Reimbursement Request, whichever comes first

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibits B and C. A progress report must contain the following information:

1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
2. Discussion of any delays experienced or anticipated in meeting the project schedule provided in Section A.4 and measures to meet the schedule;
3. A description of compliance with environmental requirements, including a discussion of the status of the Recipient's compliance with
 - a. the water-quality related mitigation measures in any Mitigation Monitoring and Reporting Program adopted for the Project, including, but not limited to, any mitigation measures included in the biological resources, geology/soils, hazards and hazardous materials, hydrology/water quality, and utilities/service systems resource categories to reduce the potential for significant water quality impacts; and
 - b. any permits issued for the Project that include water quality elements, including Clean Water Act, Section 401 Certification or Section 404 Permit, Lake and Streambed Alteration Agreement, and/or Rivers and Harbors Act, Section 10 Permit issued by the relevant state and federal agencies.
4. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
5. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

- (a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:
 - i. Description of the Project,
 - ii. Description of the water quality problem the Project sought to address,

- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental requirements, including a discussion of the status of the Recipient's compliance with
 - a. any Mitigation Monitoring and Reporting Program adopted for the Project; and
 - b. any permits issued for the Project that include water quality elements, including Clean Water Act, Section 401 Certification or Section 404 Permit, Lake and Streambed Alteration Agreement, and/or Rivers and Harbors Act, Section 10 Permit issued by the relevant state and federal agencies.

- (b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 SPECIAL REPORTS.

The Recipient must submit information required for compliance with Greenhouse Gas Reduction Fund requirements, as required by the Division.

A.8 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING PROVISIONS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

If the Recipient obtains funds for the Project from any third parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect such funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

Estimated budget costs are contained in the Summary Project Cost Table below.

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A	Construction	\$5,197,374	\$5,197,374
B	Pre-Purchased Material / Equipment	\$0	\$0
C	Real Property or Easement Acquisition	\$165,000	\$165,000
D	Change Order Contingency (≤ 20% of total project cost, i.e., sum of items A-F)	\$862,106	\$862,106
E	Force Account	\$0	\$0
F	Allowances (Soft Costs)	\$1,195,000	\$1,195,000
G	Conditional Costs (≤ 30% of total project cost, i.e., sum of items A-F)	\$1,112,922	\$1,112,922
TOTAL		\$8,532,402	\$8,532,402

The Division's Final Budget Approval(s) and related Forms 259 and 260 will document a more detailed budget of eligible Project Costs and Project funding amounts. Construction of the Project may be completed in phases only with written approval of the Division. If construction proceeds under separate phases, the Recipient must submit a Final Budget Approval package and receive Final Budget Approval from the Division for each phase.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reimbursement of costs under the Conditional Costs line item is not authorized without the Division's written approval. The Conditional Costs line item is for increased costs and unforeseen items, provided that the costs are eligible and consistent with the approved scope of work of this Agreement and are determined to be reasonable and necessary by the Division. The Recipient must contact the Project Manager with any requests to use the Conditional Costs line item; approval is subject to the Division's discretion. The Division will not approve the use of Conditional Costs for construction costs and construction change orders until after it has provided a Final Budget Approval for the Project.

B.5 LINE ITEM ADJUSTMENTS.

1. The Recipient may submit a request for an adjustment between line items of the budget in writing to the Project Manager for the Division's review and approval. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
2. The Division may adjust the funding amounts of the line items of the budget as follows, in accordance with any applicable rules. Under no circumstances may the sum of line items in the approved budget exceed the Project Funding Amount set forth on the Cover Page of this Agreement.
 - (a) The Division may adjust the budget for existing line items, other than the Contingency and Conditional Costs line items, by shifting funds from one line item to another. The sum of all line item adjustments approved by the Division for this Agreement must not exceed fifteen percent (15%) of the total Project Funding Amount. If the Division modifies the budget (i) at the time of the Division's Final Budget Approval(s), (ii) by amending the Agreement, or (iii) following the Recipient's submittal of its final Reimbursement Request, then any adjustments that were made prior to such modification of the budget shall not be counted in the calculation of the 15% limit.
 - (b) At the time of the Division's Final Budget Approval(s) and/or any amendments to the Agreement, the Division may adjust the amounts allocated to the line items of the budget at its discretion. Any adjustments at these times are not subject to the 15% limit in paragraph a.
 - (c) Following the Recipient's submittal of its final Reimbursement Request, the Division may adjust the amounts allocated to the line items of the budget at its discretion. Any adjustments at this time are not subject to the 15% limit in paragraph a.
3. No line item adjustment is authorized until the Division provides written approval for the adjustment to the Recipient. Any line item adjustments to the budget that are due to a change in scope of work will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or

any amendment thereto, duly completed and executed, except that the Recipient may not acquire or request reimbursement of costs for materials, equipment, or land until after any required environmental review process is complete and the Division provides written notice that such items may be reimbursed under this Agreement. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state cross-cutting requirements listed in Exhibits C and D.

2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient shall not solicit construction bids or conduct any construction activities until the Division has provided written bid solicitation approval. The Division will not provide bid solicitation approval until after the Division completes its applicable review, which will include but not be limited to environmental review.
5. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
7. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

No Project construction shall proceed until after the Division has provided approval for construction to proceed. Construction costs incurred prior to the date that the Division provides approval to proceed are

not eligible for reimbursement. No disbursement for construction costs shall be provided until after the Division has approved the final budget form(s) submitted by the Recipient including the applicable costs.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS 2019-NOV is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html and replicated below:

1. DEFINITIONS. Unless otherwise specified in this Agreement, each capitalized term used in this Agreement has the following meaning:
 - “Agreement” means this agreement, including all exhibits and attachments hereto.
 - “Cover Page” means the front page of this Agreement.
 - “Days” means calendar days unless otherwise expressly indicated.
 - “Deputy Director” means the Deputy Director of the Division.
 - “Division” means the Division of Financial Assistance of the State Water Board or any other division or unit of the State Water Board authorized to administer this Agreement.
 - “Event of Default” means the occurrence of any of the following events:
 - a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
 - b) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
 - c) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
 - d) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
 - e) Loss of the Recipient’s rights, licenses, permits, or privileges necessary for the Project, or the occurrence of any material restraint on the Recipient’s enterprise by a government agency or court order.
 - “Final Reimbursement Request Date” means the date set forth as such on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.
 - “Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.
 - “GAAP” means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its

successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

- “Material Obligation” means an obligation of the Recipient that is material to this transaction.
- “Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 2 of this Agreement.
- “Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.
- “Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.
- “Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulations, or guidelines.
- “Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.
- “Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.
- “Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth on the Cover Page.
- “Records Retention End Date” means the last date that the Recipient is obligated to maintain records related to this Agreement and is set forth on the Cover Page of this Agreement.
- “Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.
- “Reimbursement Period” means the period during which Project Funds may be disbursed.
- “Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.
- “State” means State of California.
- “State Water Board” means the State Water Resources Control Board.
- “Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.
- “Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.
- “Year” means calendar year unless otherwise expressly indicated.

2. **ACCESS, INSPECTION, AND PUBLIC RECORDS.** The Recipient must ensure that the State Water Board, the State Auditor, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date or useful life of the Project, whichever is longer. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations may be public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.
3. **ACCOUNTING AND AUDITING STANDARDS; FINANCIAL MANAGEMENT SYSTEMS.** The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
 - (a) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (b) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
 - (c) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
 - (d) Establish an accounting system which will accurately depict final total costs of the Project if authorized under this Agreement;
 - (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (f) If the Recipient uses its own employees, equipment, or resources for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.
4. **AMENDMENT.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee and approved as required.
5. **ASSIGNABILITY.** This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.
6. **AUDIT.** The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.
7. **BONDING.** Where construction contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

8. **COMPETITIVE BIDDING.** Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws. If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsive and responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.
9. **COMPLIANCE WITH APPLICABLE LAWS, RULES, AND REQUIREMENTS.** The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements and with provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project.
10. **COMPUTER SOFTWARE.** The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. **CONFLICT OF INTEREST.** The Recipient certifies that it, its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Project. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.
12. **DATA MANAGEMENT.** The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.
13. **DEBARRED, DISQUALIFIED, OR EXCLUDED CONTRACTORS.** The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at:
http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml
14. **DRUG-FREE WORKPLACE.** The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

15. **ENVIRONMENTAL CLEARANCE.** No work that is subject to California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA) may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement. If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.
16. **FINAL REIMBURSEMENT REQUEST.** The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.
17. **FRAUD AND MISUSE OF PUBLIC FUNDS.** All requests for disbursement must be accurate and signed by the Recipient or its Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.
18. **FUNDING CONTINGENCY.** The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement. The State Water Board's obligation to disburse funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water

Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

19. **GOVERNING LAW.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
20. **RECIPIENT'S SHARE.** The Recipient agrees that it will provide for the payment of its full share, if any share is required, of Project Costs and that all costs connected with the Project will be timely paid by the Recipient.
21. **INDEMNIFICATION AND STATE REVIEWS.** The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Parties. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.
22. **INDEPENDENT ACTOR.** The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.
23. **INSPECTION.** Throughout the useful life of the Project, the State Water Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.
24. **INTEGRATION.** This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

25. **LIENS.** The Recipient must not make any pledge of or place any lien on the Project or Project assets except upon consent of the Division.
26. **NO DISCRIMINATION.** The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project. If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property. The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b). The Recipient's obligations under this section shall survive the term of this Agreement. During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
27. **NO THIRD-PARTY RIGHTS.** This Agreement creates no rights in and grants no remedies to any third party as a beneficiary of this Agreement.
28. **NO OBLIGATION OF THE STATE.** Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.
29. **NON-WAIVER.** Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
30. **OTHER FUNDING SOURCES; INCOME RESTRICTIONS.** If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's contribution to Project costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board. The Recipient agrees that any refunds, rebates,

credits, or other amounts (including any interest thereon) accruing to or received by the Recipient as related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

31. **PERMITS AND AUTHORIZATIONS.** Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction or implementation begins.
- Any contractors, outside associates, or consultants required by the Recipient in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Project Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Project Manager.
32. **PREVAILING WAGES.** If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the applicable prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
33. **PRIOR COSTS.** No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
34. **PROFESSIONALS.** The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
35. **RECORDS, INSPECTION, AUDITS, AND INTERVIEWS; RECORDS RETENTION.** The Recipient must maintain separate books, records and other material relative to the Project and retain such books, records, subcontracts, and other material until at least the Records Retention End Date set forth on the Cover Page of this Agreement. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Department of Finance, the California State Auditor, the Bureau of State Audits, or any authorized representatives of the aforementioned, including federal funding agencies and their auditors, if any. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.
36. **RELATED LITIGATION.** Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient

agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

37. **REMEDIES.** The State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy. Any dispute of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the procedures provided to the Recipient under this Agreement.
38. **REPORTS - AS NEEDED.** The Recipient must provide expeditiously any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.
39. **RESPONSIBILITY FOR WORK.** The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project, including, but not limited to, payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.
40. **RIGHTS IN DATA.** The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
41. **STATE WATER BOARD ACTION; COSTS AND ATTORNEY FEES.** In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.
42. **STATUS QUO.** If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights, and remedies as if no such action had been brought.
43. **TERMINATION, IMMEDIATE REPAYMENT, AND INTEREST:** This Agreement may be terminated by written notice at any time, at the option of the State Water Board, if:
 - a. the Recipient has received funds as a result of a material misrepresentation in the funding application or other submitted document; or
 - b. upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board.

In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of Project Funds disbursed to the Recipient prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.

44. **TIMING.** Time is of the essence. The Recipient must expeditiously proceed with and complete the Project. Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
45. **TRAVEL AND PER DIEM.** No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. No work or travel outside the United States of America is authorized. Failure to comply with this restriction may constitute an Event of Default and result in termination of this Agreement. Any reimbursement for necessary travel and per diem shall be set pursuant to and at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> as of the date costs are incurred by the Recipient.
46. **UNDISBURSED FUNDS.** The Recipient is not entitled to interest earned on undisbursed funds.
47. **UNENFORCEABLE PROVISION; SEVERABILITY.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
48. **UNION ACTIVITIES:** The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote, or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.
49. **VENUE.** Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.
50. **WAIVER AND RIGHTS OF THE STATE WATER BOARD.** Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.
51. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Recipient acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of this Agreement. A web link with examples of water conservation and efficiency programs is available at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml.
52. **WATER DIVERSION AND USE:** To the extent applicable, the Recipient has complied with, and shall continue to comply with, the requirements of Water Code, division 2, part 5.1, section 5100 et seq. for filing statements of water diversion and use.
53. **WITHHOLDING OF DISBURSEMENTS AND REIMBURSEMENTS.** Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:
 - a) Failure of the Recipient to maintain reasonable progress on the Project as determined by the Division;

- b) Commencement of litigation or a judicial or administrative proceeding related to the Project, or Recipient that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- c) Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- e) The Recipient's material violation of, or threat to materially violate, any provision of this Agreement;
- f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents directly or indirectly regarding the Project;
- g) An event requiring notice under this Agreement; or
- h) An Event of Default or an event that the Division determines may become an Event of Default.

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date.

(b) Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorized representative resolution that designates the authorized representative by title.
- "Completion of Construction" means that the work of building and erection of the Project is substantially complete to the reasonable satisfaction of the Division.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Estimated Completion of Construction Date" means the estimated due date for Completion of Construction, as determined by the Division after consultation with the Recipient, and is established on the Cover Page of this Agreement.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation.
 - c) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption, or that the Division determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - d) If the Recipient is a member of a joint powers authority, the occurrence of a material breach or event of default under any agreement to which the joint powers authority is a party, relevant to the System or the Revenues, that the Division determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - e) Failure to obtain and keep the necessary water rights for the Useful Life of the Project.
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, or phase of the Project, as set forth in Exhibit B.

- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Project Completion Date" means the date that the Project shall be complete to the reasonable satisfaction of the Division, and is established on the Cover Page of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the Recipient, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion, which must be at least 20 years.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and covenants each of the following:

- (a) The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

- (b) The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
- (c) The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.
- (d) There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency that materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- (e) There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- (f) The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- (g) Any financial statements or other financial documentation of Recipient delivered or to be delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are or will be materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been or will be prepared in accordance with GAAP. Since the date(s) of any financial statements or other financial documentation previously provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- (h) The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- (i) The Recipient has no conflicting or Material Obligations.
- (j) The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. The Recipient shall select contractors and subcontractors for this Project that meet the requirements of this paragraph.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- "Funding for this project has been provided in full or in part under the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

D.4 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 PROPERTY RIGHTS AND WATER RIGHTS.

- (a) Unless otherwise previously disclosed to the Division and described in the legal opinion accompanying this Agreement, the Recipient (1) has sufficient real or personal property and access rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, and (2) possesses all water rights necessary for this Project and the continued operation of the System.
- (b) If the Recipient does not have sufficient property, access, or water rights as described in paragraph a, above at the time of execution of this Agreement, then prior to the Division's bid solicitation approval, construction activities, and any reimbursement for construction, the Recipient shall provide evidence satisfactory to the Division that the Recipient has obtained the necessary property rights and water rights, including a legal opinion satisfactory to the State Water Board's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated under this Agreement as well as sufficient water rights for the Project and the continued operation of the System.

D.6 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE.

The Recipient shall comply with all applicable laws and regulations for the Project, including CEQA. No bid solicitation or construction may proceed unless and until the State Water Board completes its own CEQA findings and gives authorization to proceed with such activities. THE STATE WATER BOARD EXPRESSLY WITHHOLDS APPROVAL OF ANY CONSTRUCTION OR CONSTRUCTION-RELATED ELEMENT OF THE PROJECT AND THE RELEASE OF FUNDS ASSOCIATED WITH THAT CONSTRUCTION OR CONSTRUCTION-RELATED ELEMENT OF THE PROJECT UNTIL COMPLETION OF THE CEQA PROCESS, INCLUDING THE STATE WATER BOARD MAKING ITS OWN FINDINGS UNDER CEQA IF APPLICABLE. PROCEEDING WITH THE BID SOLICITATION PROCESS, EQUIPMENT PROCUREMENT, PURCHASE OF LAND OR OTHER PROPERTY RIGHTS, AND/OR CONSTRUCTION PRIOR TO RECEIVING AUTHORIZATION FROM THE DIVISION MAY RENDER THE PROJECT INELIGIBLE FOR FUNDING AND MAY BE GROUNDS FOR IMMEDIATE TERMINATION OF THE AGREEMENT. Any funds in the preliminary award notification or this Agreement linked to the construction element of the Project are for encumbrance purposes only and will be reviewed after the State Water Board makes any necessary CEQA findings. The appropriate environmental review under CEQA must be complete before the State Water Board determines whether to approve funding for construction of the Project or for any site acquisition (purchase of land, etc.) associated with the Project.

If the Recipient is the CEQA lead agency for the project, when the CEQA review process is complete, the Recipient shall file a CEQA Notice of Determination or Notice of Exemption for the Project at both the

applicable County Clerk's office and at the Governor's Office of Planning and Research, State Clearinghouse.

D.7 TECHNICAL SPECIAL CONDITIONS.

The Recipient must comply with all requirements specified in the Division's written bid solicitation approval(s) or Final Budget Approval(s) for the Project, if any. Any such requirements are incorporated into this Agreement by reference.

1. Prior to bidding and awarding any test well drilling contract, the Recipient shall submit test well plans and specifications, and a water quality testing plan, to the Division's Project Manager for review and approval.
2. Prior to drilling any test well on real property to which the Recipient does not hold title, the Recipient shall provide documentation showing the current title holder(s) and the Recipient's plan for acquiring title or access to such real property for the purpose of constructing a production well on such real property.
3. Prior to drilling any test well(s) for the purposes contemplated under this Agreement, the Recipient shall receive written authorization to proceed from the Division's Project Manager.
4. The Recipient must comply with all requirements specified in the Division's written bid solicitation approval(s) or Final Budget Approval(s) for the Project, if any. Any such requirements are incorporated into this Agreement by reference.
5. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division's Project Manager.
6. The Recipient shall not solicit bids, award a contract, or commence construction activities until Environmental Clearance is finalized by the Division.
7. The Recipient shall not solicit bids, award a contract, or commence construction activities until Financial Clearance is finalized by the Division.
8. The Recipient shall submit its professional engineering services contract(s) to the Division for approval prior to disbursement of funds for costs incurred under such contract(s).
9. Upon completion of the Project, the Recipient shall submit a water supply permit amendment request for review to the Visalia District Office.

D.8 ENVIRONMENTAL SPECIAL CONDITIONS.

- (a) The Recipient shall not purchase land or equipment specific to the Project, solicit bids for construction of the Project, award a construction contract for the Project, or commence construction unless and until environmental review of the construction project is complete, including all of the following.
 - i. The CEQA lead agency must have either (1) completed the appropriate CEQA document (negative declaration, mitigated negative declaration, or environmental impact report, etc.) for the Project and filed a Notice of Determination (NOD) with the appropriate County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse, or (2) determined that the Project is exempt from CEQA, and filed a Notice of Exemption (NOE) with the appropriate County Clerk and with the Governor's Office of Planning and Research, State Clearinghouse.

- ii. The Recipient must have provided all information requested by the Division to complete the Division's environmental review of the Project.
 - iii. The State Water Board must have completed its CEQA review and filed either an NOD or an NOE with the Governor's Office of Planning and Research, State Clearinghouse, for the construction of the Project.
- (b) The Mitigation Monitoring and Reporting Program adopted by the CEQA lead agency for the Project, if any, pursuant to the CEQA, and approved by the Division, is incorporated by reference, and the Recipient shall comply with the conditions and recommendations therein and shall implement all mitigation measures therein.
- (c) The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board.

D.9 FINANCIAL SPECIAL CONDITIONS.

- (a) The Recipient shall provide all information requested by the Division to complete the financial review of the Project prior to the Division providing bid solicitation approval.
- (b) The Recipient shall not award a construction contract for the Project or commence construction unless and until the Division provides a Final Budget Approval, and the following condition is met.
- i. If the Division determines that Recipient's water rates are insufficient to cover the operation and maintenance of the Recipient's water system, including the Project, the Recipient must do the following:
 - Complete a water rate study that is approved by the Division.
 - Adopt water rates satisfactory to the Division prior to Final Budget Approval and disbursement of construction funds. Satisfactory rates must be in effect prior to Completion of Construction. If the Project is bid in phases with Division approval, the Recipient must adopt water rates satisfactory to the Division prior to the first Final Budget Approval, and prior to disbursement of any construction funds.
 - Provide a supplementary opinion of counsel satisfactory to the Division's counsel affirming that the water rates were properly adopted.
- (c) If requested by the Division, the Recipient shall submit documentation that the Recipient has established a separate enterprise fund for water service, which shall be used solely for System Revenues and System expenses. The Division may withhold disbursements at its discretion until documentation satisfactory to the Division is submitted.
- (d) If requested by the Division, the Recipient shall submit audited financial reports on an annual basis, by December 31 of each year, until completion of the Project. The Division may withhold disbursements at its discretion until reports satisfactory to the Division are submitted.

D.10 SPECIAL COMPLIANCE CONDITIONS.

- (a) The Recipient shall not solicit construction bids or conduct any construction activities until the Recipient has requested approval from the Division using the procedures specified by the Division, and the Division has provided approval in writing.
- (b) The Recipient shall submit the following documents and information to the Project Manager:
- i. A copy of the Recipient's adopted Conflict of Interest Code, including the designated positions required to file a Statement of Economic Interests (Form 700), as well as other documentation, satisfactory to the Division demonstrating the Recipient's compliance with section 11 of Exhibit C of this Agreement. No Project Funds will be disbursed under this Agreement until the Recipient satisfies this requirement unless specifically authorized by the Division.

- ii. Copies of all consultant services contracts related to this Project and documentation demonstrating the Recipient's procurement processes for such contracts. Procurement processes for consultant services contracts (e.g., professional engineering, environmental, land surveying, project management) shall be based upon demonstrated competence and qualifications and shall ensure that rates are reasonable and consistent with state laws regarding contracting for professional services. No Project Funds will be disbursed under this Agreement for such contracts until the Recipient complies with this requirement to the satisfaction of the Division with respect to the requested costs, unless specifically authorized by the Division.
- iii. Documentation of the policies and/or procedures Recipient uses when reviewing and approving consultant, contractor, and subcontractor invoices. Such policies and/or procedures must ensure that (1) consultant, contractor, and/or subcontractor invoices provide sufficient documentation of the work performed; and (2) the consultant, contractor, and/or subcontractor costs incurred are eligible and are consistent with the respective project scope of work, budget, and actual work completed. No Project Funds will be disbursed under this Agreement until the Recipient complies with this requirement to the satisfaction of the Division with respect to the requested costs, unless specifically authorized by the Division.

The Division's review of the documents and information referenced above, or any other documents submitted in relation to this Project, does not relieve the Recipient from responsibility for ensuring that its procedures comply with all applicable laws, rules, guidelines, regulations, and requirements.

D.11 FUNDS RELATED TO CONTAMINATION.

- (a) As a condition precedent to this Agreement, the Recipient shall (i) notify the Division of any demands, including but not limited to litigation and insurance claims, made by the Recipient against third parties for reimbursement of costs, monetary damages, or other relief, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP), perfluoroalkyl and polyfluoroalkyl substances (PFAS), or other contaminants (Contamination-Related Demands); (ii) notify the Division of any payments or funds received by the Recipient, agreements, settlements, and court or administrative orders that have arisen out of or are related to drinking water contamination or Contamination-Related Demands (Contamination-Related Payments, Agreements, or Orders); and (iii) to the extent requested by the Division or the Division's counsel, provide information and access to documentation of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders.
- (b) After execution of this Agreement, the Recipient shall promptly notify the Division of the new occurrence of any Contamination-Related Demands and Contamination-Related Payments, Agreements, or Orders. Upon request, the Recipient shall promptly provide information and access to documents to the extent requested by the Division or the Division's counsel.
- (c) The Recipient shall not spend or allocate any funds received as a result of Contamination-Related Demands or Contamination-Related Payments, Agreements, or Orders (Recovered Funds) unless the Recipient has obtained written consent for the use of such Recovered Funds from the Division. At the discretion of the Division, the Project Funding Amount of this Agreement may be reduced, disbursements may be withheld, and the Agreement may be rescinded, to offset the amount of any Recovered Funds or any Contamination-Related Payments, Agreements, or Orders. Upon demand by the Division, the Recipient shall return Project Funds to offset any Recovered Funds or Contamination-Related Payments, Agreements, or Orders within thirty (30) days or within another time period approved by the Division. The Recipient shall ensure that no duplicative reimbursements of costs occur under this Agreement and any past or future Recovered Funds or Contamination-Related Payments, Agreements, or Orders. Noncompliance with this Funds Related to Contamination section shall be an Event of Default.

- (d) If the Recipient is not regulated by the California Public Utilities Commission (CPUC), the provisions of this paragraph (d) shall apply. If the Division provides written consent, the Recipient may place Recovered Funds into a restricted reserve account to be used for one of the following purposes but only if such purpose is approved by the Division: (1) as co-funding or match funding for the Project, (2) for a capital improvement project other than the Project that addresses the associated drinking water contamination, (3) for Operations and Maintenance Costs related to addressing the associated drinking water contamination, (4) for Operations and Maintenance Costs of the System in general, or (5) for other purposes approved by the Division. To the extent requested by the Division, the Recipient shall provide access to (i) documentation satisfactory to the Division showing the total amount of Recovered Funds deposited into a restricted reserve account prior to the start of construction of the Project and (ii) documentation thereafter of any Recovered Funds that Recipient receives and places into such an account.
- (e) If the Recipient is regulated by the CPUC, paragraph (d) shall not apply, and the Recipient shall comply with all applicable CPUC rules with respect to the Recovered Funds and shall provide to the Division copies of all notices, applications, and any other documents filed with the CPUC, and any documents issued by the CPUC, within 10 days of submittal or issuance as applicable, with respect to the receipt and use of Recovered Funds and with respect to any proposed transfer of any assets funded by Recovered Funds.

D.12 APPOINTMENT OF RECEIVER OR CUSTODIAN.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.13 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.14 OPERATION AND MAINTENANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.15 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System/Project) as are usually covered in connection with systems similar to the System/Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an

independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System/Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System/Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.16 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.17 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Project Manager by phone and by email and the Division by phone at (916) 327-9978 and by email, CleanWaterSRF@waterboards.ca.gov, of any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the project, the Recipient shall comply with such provisions. The Recipient must coordinate with the Division to determine the appropriate course of action necessary to mitigate potential impacts. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;

- iv. Events of Default, except as otherwise set forth in this section;
- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act.
- xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

D.18 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

D.19 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.20 EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not

limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

D.21 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of this Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.